



INDUSTRIAL RELATIONS COMMITTEE
American Trucking Associations, Inc.

1616 P STREET, N. W.

WASHINGTON, D. C. 20036

Chairman
Robert F. Todd
First Vice Chairman
V. L. Christensen
Second Vice Chairman
Thomas J. Hagen
Secretary
Benjamin A. Miller

ADMINISTRATIVE FILE *File*

Q. 10

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March 20, 1964

MEMORANDUM

To: Members of T.E.I.'s Executive Policy Committee
From: R. F. Todd, Chairman, Industrial Relations Committee

The Industrial Relations Committee of ATA and the Labor Advisory Committee of T.E.I. met in joint session on March 11-12, 1964, at the Hotel Fontainebleau, Miami Beach, Florida, for the purpose of evaluating the organization and operation of T.E.I. in the recent national negotiation with the Teamsters Union. The purpose of the session was to answer the request of T.E.I. that such a critique be made.

Almost without exception members present availed themselves of the opportunity to speak.

On the following pages is a summary of the statements made during the several hours of discussion devoted to this subject. They were made in the spirit of constructive criticism.

Executive Policy Committee. While the Executive Policy Committee consisted of policy makers of companies, the majority of members were inexperienced with labor negotiations. As a group they were unable to particularize policy to the point of instructing the negotiating committee and retaining at least minimal control of its activity.

Policy control was almost lacking. A general policy for negotiations, which did not originate with the policy committee, was debated at length and adopted. Little was done by the policy committee to implement this resolution with particular statements of negotiating objectives.

Having taken several months to organize itself adequately, the policy committee then recessed without deciding on its objectives for bargaining. Certain economic policies could have been planned in advance even though the reason for recess ostensibly was to avoid taking an initiative with respect to the union's then probable demand for a national agreement.

Consequently, no program for negotiations was laid out before the negotiators were elected. In the continued absence of policy direction, the negotiators assumed control of the negotiations. This in no way is critical of the negotiators, since they made efforts to get the policy committee to take policy positions and finally had to act almost without direction.

A single specific policy control was placed on the negotiators. They were without authority to negotiate for office workers and garage employees.

The policy committee never authorized counter proposals.

Being responsive instead to union initiative, the policy committee left timing to the union's hands.

Attempts were made to tie negotiators hands on selected items, but entirely too much latitude was given to the negotiators with respect to settlement.

The Executive Policy Committee did not establish an area of settlement acceptable to itself.

It did not convey to the Negotiating Committee a sense of its thinking on a maximum money package.

While recognizing that the union wanted a national agreement badly, no price tag was placed on this union objective. The union probably was surprised to gain this objective so easily.

No price was placed on an acceptable grievance procedure.

No instructions were given for handling the supplemental agreements.

Once the money package floor was set, the policy committee did not act to label a few major employer strings by which it could retain control of the settlement. Individual geographic areas, however, clamoring for protection against other area conditions succeeded in getting some relief.

Having given no authority to propose money increases, the policy committee could hardly expect general improvements in area conditions to be won by the negotiators.

Almost nothing in the final printed agreement was seen or passed upon by the policy committee. The policy committee reacted with surprise at the threat of a Chicago strike. It seemed to be totally unprepared for this crisis, which could have been anticipated from the earliest meetings.

They were prevailed upon to meet in Mr. Hoffa's private quarters, at times of the union's choice. Employer caucus facilities were unsuitable.

There probably is no way to avoid some of the indignities and personal abuse common to such negotiations, if members are permitted to acquiesce to them.

Advisory Committee. The Advisory Committee was a misnomer. Their ability to advise was dissipated by predetermined policy positions of groups which sent them. They were imbued with their area provincialism.

Staff managers of associations were not automatically included as members. The advisory committee was too large to function without some orderly process.

The Executive Policy Committee seemed not to know how to avail itself of the knowledge and experience of its Labor Advisory Committee. This expertise while needed was not used. Policy makers did not and could not be expected to appreciate all the labor relations implications of some of their decisions. Frustrated in their efforts to be of assistance, some advisory committee members took the view they would do minimally what was asked of them.

Staff Assistance. The policy committee also did not make full use of its twenty seven association managers who collectively have many years experience in negotiating and administering contracts.

Almost none of the language in the agreement was written or cleared with these experts.

It early assumed it did not need planned agendas for its meetings. These would have permitted members to study questions in advance of meetings. Meeting progress was delayed where members did not have background before them.

The Committee authorized ATA to produce a labor cost survey, paid for its compilation, but did not interest itself in the results nor recommend its use.

The policy committee and negotiating committee made inadequate use of its public relations specialist. Only at the eleventh hour did the negotiating committee recognize the need for immediately available press relations counsel at the site of negotiations. Most press releases and progress reports were written and rewritten by negotiating committee members themselves, a task with which they should not have felt it necessary to burden themselves.

Communications. There was a complete breakdown of communications between the policy committee, the advisory committee and the negotiating committee. Negotiators did not confide in the Labor Advisory Committee possibly for fear of leaks to the union. For the same reasons they confided in the policy committee only to the extent necessary. Owing to inexperience in labor relations on the other hand, the policy committee found it difficult to articulate technical and strategy viewpoints to the negotiators, viewpoints in which they properly should have been assisted by the advisory committee.

saying that it was not a very realistic one to take for several reasons. One is that such a man however competent and however strong would be as helpless to conduct a powerful negotiation unless he had behind him a 100% power of attorney and the assurance that the industry would back him up when the time came for a showdown of force. If he could not be certain of such backing, he would be in no better position than any previous negotiating committee.

The Committee passed two resolutions at the conclusion of its discussions. It was moved, seconded, and adopted unanimously that the ATA Industrial Relations Committee and T.E.I. Labor Advisory Committee in joint session after a review of the most recent negotiations, reaffirms the principles, procedures, and organization promulgated in ATA's Policy Recommendations "Collective Bargaining in the Trucking Industry, 1962."

The Industrial Relations Committee also resolved that its Select Committee on Reappraisal of Collective Bargaining be called back into session to review those Recommendations in the light of the subject negotiations.

It was further directed that the T.E.I. Executive Policy Committee be advised of the Industrial Relations Committee's action in this regard, in line with that body's request to the Industrial Relations Committee that it conduct a review of the negotiations just concluded.

cc: Industrial Relations Committee
T.E.I. Labor Advisory Committee and Negotiating Committee

ADMINISTRATIVE FILE *file*

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INDUSTRIAL RELATIONS COMMITTEE
American Trucking Associations, Inc.

1616 P STREET, N. W.

WASHINGTON, D. C. 20036

Chairman
Robert F. Todd
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Policy control was almost lacking. A general policy for negotiations, which did not originate with the policy committee, was debated at length and adopted. Little was done by the policy committee to implement this resolution with particular statements of negotiating objectives.

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Having given no authority to propose money increases, the policy committee could hardly expect general improvements in area conditions to be won by the negotiators.

Almost nothing in the final printed agreement was seen or passed upon by the policy committee. The policy committee reacted with surprise at the threat of a Chicago strike. It seemed to be totally unprepared for this crisis, which could have been anticipated from the earliest meetings.

The policy committee appeared to panic at the suggestion that T.E.I. dissolve rather than concede to a uniform national agreement, seeing this threat as a sign of its own weakness rather than as a bargaining lever.

In short, the policy committee failed to take measures in advance to withstand the normal though expectable stresses of multi-employer bargaining.

Expediency rather than preplanning became the order of the day. Lacking confidence in its own position and strength, the policy committee exerted little leadership in the negotiations.

In the absence of leadership, the Negotiating Committee set its own path. Once negotiations commenced, the policy committee became a somewhat unwilling audience to the settlement.

The tone of the last twenty four hours epitomized abdication or inability to control. Failure of the policy committee to say no, at least once in the final hours, made the union victory complete. Members began to absent themselves. No provisions were made for concluding contract details. Windup of the settlement and application to supplements was left to an already exhausted negotiating committee.

To overcome this absence of policy control, some have suggested more frequent sessions of the policy committee. However, it is also suggested that excessive direction may violate the thin line between setting broad policies in negotiations and setting excessive controls which impede negotiating flexibility.

Two alternatives were suggested: 1) A smaller group of policy committee members who would exercise almost day to day policy direction between meetings of the full committee; 2) A larger negotiating committee consisting in part of a sounding board panel of members located closer to the site of negotiations or even in the employer caucus room. In either case members should be experienced in labor relations.

Others agreed with this latter alternative but otherwise felt the basic organization was adequate, and that members' increased experience would suggest ways to overcome these faults.

Negotiating Committee. While competent and retaining to the end the trust of those who elected them, the negotiating committee did not include the most experienced industry labor negotiators available.

The negotiating committee determined the course of negotiations without advice or counsel of the advisory committee. For example, the Advisory Committee was told of the master concept after it had been agreed to.

Negotiators threatened resignation if their views were not accepted.

The Committee was prevailed upon to meet in Chicago during a period when meeting accommodations for industry members were impossible.

They were prevailed upon to meet in Mr. Hoffa's private quarters, at times of the union's choice. Employer caucus facilities were unsuitable.

There probably is no way to avoid some of the indignities and personal abuse common to such negotiations, if members are permitted to acquiesce to them.

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Communications. There was a complete breakdown of communications between the policy committee, the advisory committee and the negotiating committee. Negotiators did not confide in the Labor Advisory Committee possibly for fear of leaks to the union. For the same reasons they confided in the policy committee only to the extent necessary. Owing to inexperience in labor relations on the other hand, the policy committee found it difficult to articulate technical and strategy viewpoints to the negotiators, viewpoints in which they properly should have been assisted by the advisory committee.

The negotiators did not welcome counsel from the advisory committee especially when it conflicted with positions taken by them. The advisory committee was not asked to be an advisory group or sounding board, but only to prepare or be ready to present technical material, language or positions on call by the negotiating committee. Negotiators were piqued when the material presented did not conform to their expectation. The Labor Advisory Committee on the other hand composed as it was of experienced negotiators and former policy committee members was inclined to frustration when its advice was not sought or listened to.

Timing. While T.E.I. organized itself well, it was not set up early enough to operate effectively. Many of the policy makers did not know one another. Some accordingly mistrusted each other. Some spoke from a provincial rather than an industry viewpoint. These things delayed the Committee's work. Their unfamiliarity with labor relations matters and their unfamiliarity with the advisory committee caused them to rely upon themselves rather than upon their advisors.

Again, lack of time left initiative in the union's hands. Enough time was spent on organization, but not enough on policy formation.

Timing problems in part were beyond the Committee's control. For example, Mr. Hoffa's trial at Chattanooga, the subsequent pressure to produce a contract before that date, and the deadline set for the conclusion of the Chicago cartage negotiations.

If the industry is to acquit itself well in subsequent negotiations, it must start at an early date working to formulate policy objectives, to plan strategy, and to gather economic and technical data necessary to buttress its position at that time. It must not wait again until the crisis of imminent bargaining before setting to meet these needs.

There must be time for the persons involved to know and trust one another, time to study facts and tools available, time to formulate a considered program.

Conclusion. There was a consensus among the members of the group that some definite gains were registered. The principle one was that the major recommendation of the ATA "Blue Book" had been wholly adopted. Top management of trucking companies did take an active role and interest in the negotiations. Those who had the final responsibility for accepting a contract were present at negotiations. For better or for worse, as one member phrased it, the top managers and best brains of the industry were there and such faults and failings as there were seemed to be those of inexperience and could not be attributed to the basic structure and organization of the body that conducted the negotiations.

It was suggested by two members that one of the requirements for the next round of negotiations was a professional negotiator, a "strong man" who could sit across the table from the union negotiators and deal with them on their own terms. Almost all speakers counseled against the lure of this approach,

saying that it was not a very realistic one to take for several reasons. One is that such a man however competent and however strong would be as helpless to conduct a powerful negotiation unless he had behind him a 100% power of attorney and the assurance that the industry would back him up when the time came for a showdown of force. If he could not be certain of such backing, he would be in no better position than any previous negotiating committee.

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cc: Industrial Relations Committee
T.E.I. Labor Advisory Committee and Negotiating Committee

ADMINISTRATIVE FILE

American Trucking Ass'n

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December 13, 1963

American Trucking Association
1616 P Street, N.W.
Washington, D. C.

Gentlemen:

Enclosed is a letter of inquiry regarding materials on
body work and engine overhaul which we are referring to you
for your handling.

Very truly yours,

Abraham Weiss
Economist

AW/le
Encl.

ADMINISTRATIVE FILE

Q 79

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August 6, 1963

American Trucking Associations
1616 P Street, N.W.
Washington, D. C.

Attn: Public Relations

Gentlemen:

The enclosed request from Mrs. Frank Crown, 300 N.W.
8th Street, Andrews, Texas, for information on job oppor-
tunities is being referred to you for handling.

Thanks very much for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AM/le
Encl.

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ADMINISTRATIVE FILE
~~American Trucking~~
~~Association~~

**Policy Recommendations
of Executive Committee
American Trucking Associations**

**Collective Bargaining
in the
Trucking Industry
1962**

**Policy Recommendations
of the Executive Committee
of the American Trucking Associations**

Prepared and Published
by the
Industrial Relations Department
AMERICAN TRUCKING ASSOCIATIONS, INC.
1616 P Street, Northwest
Washington 6, D. C.

Foreword

THIS BOOKLET CONTAINS in its brief pages a succinct, but illuminating appraisal of collective bargaining processes in the trucking industry. Here you will find an instructive analysis of the successes and failures which truck operators have experienced at the bargaining table, together with a series of recommendations aimed at making the results of bargaining more fruitful for the trucking employer.

It is a matter of personal pride for me that this ambitious project was undertaken and completed during my tenure as President of the American Trucking Associations. Like its predecessor report, published by the Executive Committee of these Associations in 1956, it is monumental in every respect but length. I suggest to every truck operator, who has a labor relations responsibility, that he read and re-read this report thoughtfully.

Credit for development of this project first belongs to J. Robert Wilson and E. W. Harlan, Past Chairmen of ATA's Industrial Relations Committee and respectively Chairman and Vice Chairman of its Select Committee on Reappraisal of Collective Bargaining. Credit also should be given to Alvin R. Holmes and John M. Akers, who were respectively Chairman and First Vice Chairman of the Industrial Relations Committee in the year during which this report was prepared, and to many dedicated members of the Industrial Relations Committee who gave much time and energy in its preparation.

Research and production of the material required in this report should be credited to Benjamin R. Miller, Director of the ATA Industrial Relations Department and his able staff.

CLARENCE A. KELLEY
Chairman of the Board
American Trucking Associations, Inc.

December, 1962

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Introduction

EIGHT YEARS AGO the Industrial Relations Committee of the American Trucking Associations analyzed, in its first group bargaining report, the factors which had led to trucking industry acceptance of group bargaining. The composition, organization, and policies of multi-employer groups had been examined over a period of two years of study, and the Committee reached tentative conclusions about the ways and means by which group bargaining might be improved. After a period of testing, these principles were adopted in 1956 by ATA's Executive Committee as its policy recommendations on the subject of collective bargaining.

Further testing since that time has established specific procedures and techniques which have implemented ATA's policy recommendations in a succession and variety of area negotiations. These procedures and techniques are the subject matter of this report.

In making this study, ATA's Industrial Relations Committee relied upon the judgments and experiences of a Select Committee of thirty-two of its members, all truck operators who have engaged extensively in negotiating and administering labor contracts with the Teamsters Union. Among these men were representatives of every major bargaining area in the United States.

Since its establishment in mid-1961 the Select Committee met four times in a total of eight days of talks. The basis for discussion was an elaborately detailed agenda encompassing all noteworthy aspects of employer organization for bargaining.

In a completely informal, objective, and even self-critical atmosphere, the Committee took stock of the industry's gains and losses in bargaining, its successes and failures, and the lessons and pitfalls of experience. From this exhaustive appraisal emerged the specific recommendations which comprise the body of this report.

These recommendations have been reviewed and approved by ATA's Industrial Relations Committee, and in October, 1962 were adopted by ATA's Executive Committee as its first statement since 1956 of the principles which it recommends to truck operators for improving their collective bargaining.

Summary of Findings

ATA'S INDUSTRIAL RELATIONS COMMITTEE is convinced that the procedures outlined in this report provide a proper blueprint for improvement in group bargaining in the trucking industry. We have not come up with a single plan for improvement, because there isn't any one best solution for resolving the industry's labor relations. There still is no panacea. We do offer some suggestions which we believe should guide the course of the industry's future negotiations.

Basically, the Committee concludes that the trucking industry positively favors multi-employer bargaining. It does not desire a return to individual company bargaining. In the past the policy committee method has proven to be the best vehicle. The experimentation of eight years, however, has shown the policy committee method to have some inherent weaknesses.

In too many places the task of setting policy for an area contract negotiation was delegated to third and fourth echelon managers, to people who had no authority to make policy for their companies, much less for the industry.

Too many groups experienced top management defections from an industry front. Related to this was a breakdown in communications between policy committee members and the chief executive officers and owners of their companies. Such individuals became restless if early progress in negotiations was not known to them.

To remedy these weaknesses, we propose what we choose to call an executive policy committee.

The executive policy committee would consist of a top management group who would meet for the purpose of setting the broad policies in the negotiations. Wherever possible, they would be the chief executive officers of the companies involved. They would meet only several times during a negotiation. And only often enough to establish the basic policy for the conduct and consummation of negotiations. It would be their responsibility to elect a negotiating committee and to establish its outer limits of authority. They would establish broad objectives for the negotiation, and they would select the half dozen priority items

This summary is an excerpt from a statement by A. Ewing Greene, Sr., Past Chairman, Industrial Relations Committee, American Trucking Associations. This statement was made on the occasion of the presentation of this report to the Executive Committee, American Trucking Associations. Mr. Greene's report is included here as a summary of the major conclusions developed in the body of the report.

which the industry would seek to get from the negotiation. The executive policy committee would elect a chairman from their own number.

The executive policy committee and the negotiating committee would be assisted by a labor advisory committee. The labor advisory committee would be composed of people who live day-to-day labor relations. They would provide their experience for the actual negotiations.

Serving as liaison between all three groups would be a coordinator of staff services. He would be secretary to the policy committee, and secretary to the labor advisory committee.

This in brief outlines the approach. And now follows a brief enumeration of the findings which we think would successfully implement this approach.

EXECUTIVE POLICY COMMITTEE

The first section of the report concerns establishing the executive policy committee:

- Employer groups should establish a unified industry front well in advance of negotiations.

- A primary requirement for presenting the strongest possible industry front to the union in a given negotiation is a single policy committee.

- The fundamental basis for establishing member representation on a policy committee should be those carriers affected by the contracts in question.

- The executive policy committee should be large enough to give adequate deliberation to the types of service involved, but not so large as to become unwieldy.

- Membership on the executive policy committee should be confined to policy makers of companies.

- The chairman of the executive policy committee should be a truck operator, selected by the committee from its membership.

- A secretary to the executive policy committee should be designated to coordinate its administrative and technical functions, and to serve as secretary of the labor advisory committee.

- A treasurer should be appointed by the executive policy committee to receive and disburse monies, incident to the administrative costs of the negotiation.

- The executive policy committee should maintain a readily available source of legal counsel.

Now as to the operation of the executive policy committee:

- The purpose of the executive policy committee is to set broad policy for negotiations.
- The ideal source of executive policy committee authority is a binding power of attorney; however, an authorization to bargain may be more practical and in a wide area of negotiation is the most likely means of assuring widest industry support.
- The executive policy committee should early establish rules of procedure governing its manner of operation.
- At no time should the executive policy committee make an affirmative decision where less than a majority of voting units or members are present.
- The voting formula should be founded on proportional representation, based on the number of employees under the contract, in order that the economic impact of the contract may be distributed properly among the areas and groups represented.
- Separate sites for negotiations should be maintained apart from the executive policy committee and the advisory committee. It is recommended that the negotiating committee not be housed in the same hotel as the union.

NEGOTIATING COMMITTEE

The second part of the report concerns itself with the function of the negotiating committee.

- Negotiating committee members should be selected first by personal experience, ability and integrity, and secondarily according to the types of service under the contract. The maximum size of the committee should be five. Members should be elected by secret ballot, and among those chosen should be persons who expect to be active in contract administration.
- The negotiating committee should select its chairman from the negotiating committee members themselves. The committee should also designate a secretary, but he need not be chosen from among its members.
- The chairman of the negotiating committee has the primary responsibility to speak for the industry in negotiations and to designate others to speak on specific subjects. It is his primary responsibility to see to it that the negotiated contract is properly documented and printed.
- The secretary of the negotiating committee under direction of its chairman is charged with reporting factually the items of importance that have taken place at the bargaining table.
- The negotiating committee should act within the authority delegated to it by the executive policy committee.

■ Independent groups and individuals should be excluded from bargaining sessions.

■ Negotiating committee members holding a minority viewpoint should be permitted the right to protest to the negotiating chairman and to appeal to the executive policy committee.

LABOR ADVISORY COMMITTEE

The last part of the report involves the labor advisory committee's function.

■ The labor advisory committee should be established by the executive policy committee as a work group formed to give expert guidance and technical assistance during negotiations to both the executive policy committee and the negotiating committee. It cannot control the negotiations. It is not empowered to ratify the contract.

■ The labor advisory committee should consist of people who live day-to-day labor relations.

■ The labor advisory committee could expand to any size needed, consistent with the needs of the negotiation, and with the orderly business-like functioning required by any committee effort.

■ The labor advisory committee should be chaired by a truck operator. He should attend all meetings of the executive policy committee.

■ The labor advisory committee should meet whenever the negotiating or policy committees are in session.

Those are the select committee's conclusions. They can be read full text in the body of this report, *Collective Bargaining in the Trucking Industry—1962*.

As we said before—this program offers no pat solutions, for there is no one answer to our labor problems. We do not profess this program is guaranteed to effectively counter the vast power of the Teamsters Union. We do not say we have perfected a cure-all for our labor ills. We do not offer this as a substitute for the stated policy of the ATA Executive Committee favoring compulsory arbitration or contract negotiations. In fact, this is the type of collective bargaining program we would need even if we had compulsory arbitration, since we would be obligated to bargain in good faith before arbitration could be invoked.

ATA's Industrial Relations Committee is convinced that improvement in our negotiations depends, as it always has, on the adequacy of employer organization in the individual area. It depends on top management participation at the policy committee level; it depends on constant education of companies in the industry. It is not hope again that proper application of the lessons of experience, and the principles of this report will enable us to overcome certain of our past weaknesses.

Background of the Report

THE GROUP BARGAINING REPORT of eight years ago* noted certain elements which had created group bargaining. Among them was the conviction in truck operators' minds that group bargaining offered apparent values. Certain other elements contributing to the development of group bargaining were outside of the control of trucking management. Chief among these was the Teamsters Union and its policy of negotiating area-wide agreements. The many factors examined in that report prompted the general conclusion that the trucking industry as a practical matter was not desirous of a return to individual company bargaining.

Collective bargaining in the trucking industry since that time has been marked by an acceleration on the part of the International Teamsters Union to centralize and tighten control over its local unions. The 1961-62 cycle of area negotiations witnessed a drive by the international union for national uniformity in contract language. There were repeated references in those negotiations to the necessity of accepting certain "national" clauses. The union insisted, for example, in all major area negotiations, that employers "accept the principle of a national contract" and that they "enter into negotiations for the purpose of negotiating such national agreement." The Teamsters International President personally negotiated or participated in the bargaining of each of the area contracts, including even those of minor consequence. Evident also was the union's clear superiority in coordinating its actions at the bargaining table. Characteristically, negotiations chaired by the union president favored their planned objectives with great flexibility and control of position and tactic. There is no reason to believe that these trends and manifestations toward centralization of power will not continue.

Consequently, the influences which prompted truck operators to acquiesce in group bargaining and to apply and perfect the policy recommendations for such bargaining laid down by ATA's Executive Committee are no less valid now than they were in 1956. This report will show that employer groups have made a number of substantial advances in their preparations and approaches to bargaining. It will document the long-time industry position that group bargaining has been effective for employers to the extent that they have ruminately appraised its advantages and faults.

**Collective Bargaining in the Trucking Industry* (Washington, D. C.: American Trucking Associations, Inc., 1956), 35 pp.

TRUCKING INDUSTRY FAVORS POLICY COMMITTEE METHOD

Accordingly, the Committee concluded the self-evident fact that the trucking industry not only is not desirous of a return to individual company bargaining, but it positively favors multi-employer bargaining. It is, however, generally conceded that there are circumstances in which individual company bargaining is desirable, beneficial, and proper.

The best method of multi-employer bargaining has proven to be the so-called policy committee method of bargaining. This is the method which embodies many of the principles and concepts suggested in the first group bargaining report.

Typically, the industry, in a given contract area establishing this approach, authorized representative truck operators, knowledgeable and experienced in operations and labor relations, to establish themselves by democratic process as a policy making group to govern and control the conduct of the negotiations. They elected or appointed their own officers and early established rules of procedure to ensure the orderly conduct of business during bargaining. Once established, the policy committee elected its negotiating committee by secret ballot of its members. Current agreements and union demands were carefully explored and analyzed for cost and operational effects.

Payroll surveys and all other available economic data were carefully prepared to document employer positions. The negotiating committee selected a single spokesman for the negotiation. Subcommittees were employed to prepare and argue employer positions on specialized problems. As agreements were reduced to writing, the policy committee remained available on a standby basis to review recommendations made by its negotiating committee. Indeed, the negotiating committee in most early cases was subject to the will of the policy committee at all times. The final package had to be approved by a majority vote of the policy committee—and in many cases was subject to ratification by the authorizing carriers. In this way, operators in most contract areas overcame the early problems faced by nearly all multi-employer bargaining groups; that of a small group of operators negotiating and signing a contract without first clearing the proposed agreement with the many operators involved.

Five reasons summarize why truck operators joined in the policy committee approach to bargaining:

■ The policy committee brought together those which had associated for collective bargaining purposes so that they could make contracts simultaneously and not individually.

■ The individual trucking company was given a means of expression in formal negotiations.

■ Negotiators were permitted a broad perspective of industry problems and practices under the contract.

■ A basis was provided for resolving differences among many employer positions so that they might appear at the bargaining table with one voice.

■ The burden of negotiations was spread among all those segments of trucking service which were parties to the contract.

This broad plan of industry organization was adapted to the needs of multi-employer groups in all parts of the United States. Its broad framework lent itself to broad regional groups and city-wide groups.

The plan was applied in merging and expanding contract areas. It was used by single association units and by groups of associations. Specific types of carriage such as common, contract, and private carriage appeared together in the policy committee and found common grounds of agreement. They achieved a representative voice at the bargaining table under the aegis of a common policy committee front. By this means, small and large carriers succeeded in obtaining a fair representation at the bargaining table. The strengths of the policy committee method demonstrated themselves in the application of a democratic approach to the establishment of a strong and able central body empowered through specific steps to control the area of contract settlement, leaving to the negotiators a broad flexibility to implement the negotiating objectives established by the policy committee. Thus, the procedures developed in the first collective bargaining study can be credited with whatever successes were attained in the contract settlements in major bargaining areas over the past eight years.

Negotiations in some areas were not considered successful. Some carriers were not well enough organized or early enough prepared to achieve a satisfactory settlement. In some few cases events beyond the control of trucking management made amicable settlements all but impossible.

Moreover, the experimentation of eight years showed the policy committee method to have some inherent weaknesses.

NEED TO STRENGTHEN POLICY GROUPS

Chief among the weaknesses noted has been deterioration of policy committee memberships. In too many areas, the task of setting policy for an area contract negotiation had been delegated to individuals who

did not have labor or policy making responsibility of any kind, even in their own companies. Scant attention had been given to insuring continuity of representation by delegates assigned to committee work. Frequently, members had attempted to send in alternates totally unaware of the development of the negotiation. Increasingly, successor policy committees in more recent negotiations were made up of third and fourth echelon men. Withdrawal of top management interest had resulted in a depletion in the number of individuals qualified by experience and ability to represent the industry on negotiating committees. It became difficult and at times impossible to locate people best able to represent the industry as spokesmen.

Some policy committees early identified these faults and took measures to correct them.

A second major fault was a certain inflexibility between policy committees and their negotiating committees. Policy committees did not always recognize the limitations of their role as a policy making group. They forgot their function is that of determining the approximate area of settlement and the limits of authority to be permitted to negotiators in obtaining the settlement. So it is that policy committees, in effect, negotiated from afar by requiring specific approval of clause language, by attempting to dictate the timing for negotiators' moves, and by attempting to control strategy and changes of position. Thus the negotiators' flexibility became cumbersome if not impossible. These faults were due in large measure to policy committee failure to identify its objectives in the negotiation, failure to identify its best and proper role, and thus policy committees departed from their primary function of policy making.

These and other faults noted in the body of this report reflect a failure on the part of policy groups to evaluate adequately the broad bargaining picture both before, during, and after, the contract negotiations. Few, if any, groups convened early enough to lay the best base for bargaining which careful evaluation might suggest. Few groups continued to evaluate during the course of bargaining, they failed to recognize realities developing which would alter the course of negotiation. And almost no groups conducted adequate post-mortems following the negotiation, to assess the profits and losses, to apply the lessons of negotiation to the administration of the contract. They did not note for future use the ways succeeding negotiations might be improved upon. In short, employer groups too readily permitted themselves to disperse, once the critical reason for industry unity was past.

The 1961-62 cycle of negotiations from the standpoint alone of employer organization showed, however, some recognizable gains. Some

employer groups capitalized vigorously on the strengths and the lessons of negotiations just past. The most recent policy groups were among the best organized and best prepared for bargaining. They had the opportunity to profit from the object lessons of all the preceding negotiations.

These policy groups came closer to representing, in fair and balanced proportion, the types of carriage under the contract. They did not meet in continuous session. They developed specific objectives well in advance of negotiations. Negotiating committees were made smaller for greater flexibility. They learned not to submit proposals until they had seen the union proposal. They submitted realistic employer counter-proposals, not always in specific or inflexible language terms. They outlined priority items for their negotiators to seek. On these items negotiators could not move without prior approval. In all other matters the negotiators were given discretion to agree with the union when, in their best judgment, timing was ripe, or not to agree at all. The policy committee retained the right to veto over-all results. In areas such as these, the industry improved its stance at the bargaining table.

TOP MANAGEMENT PARTICIPATION

As well organized as these later negotiations showed themselves, some glaring deficiencies remained. Foremost among them was the matter of top management defections from an industry front. Related to this was a breakdown in communications between the policy committee and the industry it represents, and third was the growth of inflexibilities between the policy committee and its negotiators.

Defections in industry wide negotiations occurred usually because of a breakdown in communications. Individual companies and their owners, out of touch with the over-all industry effort, became restless if early progress was not known to them. They feared the price of settlement might go up unless they took individual action. The union had been able to tempt them individually with a settlement they felt they could afford, but which the remainder of the industry as represented by its policy committee had not agreed to.

While substantial companies defected from industry wide positions in some negotiations just past, either individually or as part of a group, invariably the industry obtained dramatic improvements in its ultimate settlements. The probability remains that had these defecting companies abided with their policy committee front, or taken the trouble to acquaint themselves with the industry position, even more significant employer gains might have been attained than was the case.

The recommendations that are contained in the body of this report are aimed at this improvement. Our objective is and has been protection of the trucking industry through developing better methods of dealing with the unions. It is the aim of this industry effort that employer bargaining groups should be enabled to provide for themselves the strongest possible bargaining process for their respective negotiations.

This report, therefore, blueprints in detail the best lessons of past experience and what, in the Committee's opinion, is needed to improve upon this process in the future.

As well organized as these past negotiations showed themselves, some glaring deficiencies remained. Foremost among them was the lack of top management delegation from an industry front. Related to this was a breakdown in communication between the policy committee and the industry's representatives, and third was the growth of relationships between the policy committee and its negotiators.

TOP MANAGEMENT PARTICIPATION

Delegation in industry-wide negotiations occurred usually because of a breakdown in communication. Individual companies and their contacts, out of touch with the over-all industry effort, became restless. Early progress was not known to them. They learned the price of better news might be up under they took individual action. The union had been able to work them individually with a minimum they felt they could afford, but which the members of the industry as represented by its policy committee had not agreed to.

While individual companies benefited from industry-wide positions in some negotiations but lost other interests as part of a group, inevitably the industry obtained definite improvements in no distant future. The possibility remains that had these individual companies aligned with their policy committee from the start the results to negotiate themselves with the industry position, even more significant employee gains might have been attained than was the case.

Executive Policy Committee Function

IT HAS BEEN OBSERVED that weaknesses in the policy committee method of bargaining have been highlighted by defections at the bargaining table, a breakdown in communications between the policy group and the industry, and certain inflexibilities between that group and its negotiating committee. In order to provide a basis for overcoming these weaknesses, it is suggested that a revised approach to policy committee organization is deserving of experimentation, one which the Committee chooses to call the executive policy committee method.

The executive policy committee would consist of a top management group which would meet for the purpose of setting the broad policies in the negotiations. Wherever possible its members would be the chief executive officers of the companies involved. They would meet only several times during a negotiation. And only often enough to establish the basic policy for the conduct and consummation of negotiations. It would be their responsibility to elect the negotiating committee and to establish the outer limits of authority which that negotiating committee would have. They would establish the broad objectives for the negotiations and they would select the half dozen priority items which the industry would seek to get from the negotiation. The executive policy committee would elect a chairman from its own number.

The executive policy committee and the negotiating committee would be assisted by a labor advisory committee. The labor advisory committee would be composed of people who live day-to-day labor relations and who would provide their experience for the actual negotiations.

Serving as liaison between all three groups would be a coordinator of staff services. He would be secretary to the policy committee and secretary to the labor advisory committee.

This in brief outlines the approach embodied in the more detailed findings which follow.

COMPOSITION OF THE EXECUTIVE POLICY COMMITTEE

INDUSTRY DIVERSIFICATION. Employer groups should establish a united industry front well in advance of negotiations.

In the past, policy committees developed on the basis of existing employer groups and associations in the area of the contract. Some of

these groups were organized formally as legal entities in accordance with the recommendations of the first group bargaining report. Many other groups organized informally, or established themselves *ad hoc* to meet the exigencies of negotiations.

These formal and informal groups have continued to be as diverse in composition as the trucking industry itself. They are comprised of such clearly distinguishable elements as regular and irregular common carriers, local trucking companies, contract haulers, household goods movers, riggers and warehousemen, tank carriers, private carriers, and others—and all or some have been and are parties to certain common contracts. Many still appear at bargaining tables as distinct elements bickering among themselves at each other's eventual expense.

Even among common carriers there is a blend of competitive and strikingly different types of service and modes of operation. Every major area committee which bargains a road contract may find itself hoping to satisfy representatives of long and short haul carriers, truck load and less-than-truck load haulers, sleeper and relay operators, distribution carriers, steel haulers, perishable commodity haulers, those employing owner operators, and combinations of these and others.

Where companies representing such diverse elements individually have felt themselves not fairly or fully represented in a negotiation, or unable to satisfy individual objectives, their differences made for cleavages in policy groups. Such cleavages, where allowed to deteriorate, have resulted in defections from policy groups, sometimes at the critical moment of settlement. Others, suspecting they could not be heard in the policy committee, appeared at the bargaining table as independents, sometimes individually, sometimes in minority groups, sometimes as power blocs attempting to swing the balance in negotiation.

Still other independents insisted on separate negotiations and were used by the union or its agents to divide the major industry group by settling on an "if and when" basis. Still others found the union would deal only with the major policy committee group, and so had little or no voice in setting their own contracts.

Another problem of industry organization, as yet unresolved in a satisfactory manner, is the bargaining relationship of non-regulated local truckmen to those whose rates are controlled. This factor, along with substantially differing operational needs, has created a diversity of bargaining objectives which insured union whipsaws where contract expiration dates were common.

Viewing these many problems, the Committee concluded the self-evident truth that employer groups should early evaluate their approaches to bargaining. To the extent that this is done early, there may

be better opportunity to formulate a common industry front before the union, rather than a divided one.

SINGLE POLICY COMMITTEE. *A primary requirement for presenting the strongest possible industry front to the union in a given negotiation is a single policy committee.*

The Committee was unanimous in its firm belief that a single policy committee should be established to govern the negotiation of all contracts in a given area which expire on the same date. To do otherwise opens the way for competitive bargaining between policy groups. Inevitably, competitive groups have outbid each other to settle first, or they have been pitted against each other by the union. And such bidding has proven costly.

BASIS OF MEMBER REPRESENTATION. *The fundamental basis for establishing member representation on an executive policy committee should be those carriers affected by the contracts in question. Proportional representation ensures fair representation.*

It is not sufficient to gather together in a mass meeting all truck operators who express an interest in the negotiations and forthwith assume that they represent a cross section of industry sufficient to negotiate the contract. Some basis must be first established to ensure that all types of service under the contract have an opportunity for fair representation.

In the past, the most common bases of representation have been (1) geographic subdivision; (2) employer association, whether local, state, or regional; (3) local union jurisdiction; (4) types of service under the contract. No one method has proven to be the best. Faults in any one method could be traced to errors in judgment on the part of the industry planning group or to factors outside their control.

For example, the geographic plan of organization in at least two area negotiations called for representation from geographic units outside the area of contract. Complaints were traced not to geography as a basis of organization as much as to the fact that carriers from these outside areas had settled pattern-making agreements elsewhere. These carriers were unable to speak as effectively as carriers which had made no commitments to the union.

The composition of some policy groups reflected passive employee response to areas of jurisdiction arbitrarily established by local unions. Some of these areas had no geo-economic justification. It is certain that some types of service in those areas, though significant by reason of the contract's impact upon their operations, were not able to speak in a proportion weighted to their relative standing with others in the area.

Still other groups bargained with a strong employer association as the core of the policy making unit. Carriers which did not submit to their conditions of membership were absent from the bargaining table. This was so even if their operations were significantly affected by the impact of the contract. Thus they had no formal voice in the outcome.

These reflections are stated not so much as criticisms, but to indicate that the basis for carrier representation on the policy committee deserves careful attention in the early planning stages prior to negotiation.

Whatever the basis of representation, members should represent in just proportion the types of service under contract. The plan may be flexible, perhaps with some type of at-large representation to accommodate those types of service affected by the contract which cannot be covered in other ways. The plan should be defensible, and it should be acceptable to those carriers which as a group employ the majority of employees under contract. Therefore, representation should be weighed for those who feel the greatest economic impact of the contract. At the same time, representation should be given those carriers, large and small, whose operations fall substantially, if not entirely, in the area of contract.

SIZE OF COMMITTEE. *The executive policy committee should be large enough to give adequate representation to the types of service involved, but not so large as to become unwieldy.*

Policy committees have ranged in total number of members and alternates from less than twenty to nearly one hundred.

Small policy committees suffered from an inability to represent all the types of service under the contract. There were problems of continuity when members were absent, and difficulties were apparent when too few members appeared to conduct policy committee business.

Conversely, some very large policy committees suffered from an overweight of able and willing personnel, each with an undisputed right to assist in setting the contract. Failure to adjust to problems of size resulted in indecisiveness that made them forums for debate. Sheer numbers hindered them in making decisions.

It can only be concluded that consideration should be given here to striking a balance between too little and too much representation.

ALTERNATES. *Personal alternates to policy committee members are not recommended.*

Problems of continuity have been encountered in policy committees, where personal alternates were permitted and such alternates exercised the prerogatives of members. The chief disadvantage was the lack

of continuity apparent when a person so empowered appeared to express a vociferous personal viewpoint without benefit of previous deliberations of the committee.

QUALIFICATIONS FOR MEMBERSHIP: *Membership on the executive policy committee should be confined to policy makers of companies.*

The first group bargaining report could be summarized in one key recommendation: that trucking top management once again should take charge of the negotiation and administration of contracts. Some of the early policy committees were so constituted, but later negotiations revealed a deterioration. Companies sent in second, third, and even fourth stringers. Many of them were people who had no right to make policy in their own companies, much less to recommend it for the industry. These were people who had little or no labor relations experience, much less a knowledge of the broad collective bargaining picture. Their problems were invariably matters for the grievance procedure. For some, discharge and disciplinary problems were strike issues. Yet these people were empowered to commit an industry and their companies to a wage settlement.

Policy committee memberships were deficient in other respects. Some committees constituted themselves on a purely voluntary basis, unweighted as to numbers of employees or type of service. Some individuals appointed themselves, in assertion of a self-right to determine the course of negotiations. They claimed to represent a unit or group of companies, but judged all matters before the committee in the light of self interest. Some members were not even truck operators subject to the contract. Some were professionals—attorneys or consultants for other employers. Last of all were those absentee members who seldom or never exercised their membership prerogatives or obligations.

Many of these deficiencies came about as a result of the methods by which policy committees came into existence, that is, by poorly organized industry mass meetings.

To overcome these faults, the Committee recommended that policy committees should set their membership standards as high as possible. Wherever possible, the member should be the chief executive officer of his company. At a very minimum he should have multi-terminal authority in operations and/or labor relations. Necessary qualifications would include experience, availability, and understanding of the labor contract. Whether elected or appointed, the member should be truly representative of his unit or group. Since he has the power to commit his constituents to a labor contract, he should at least be able to speak authoritatively for his own company. To ensure that he is truly a representative he

should appear with credentials. These should be written, identifying his group and the source of his authority, for only in this way can self-appointment by individuals be precluded.

Since membership on the executive policy committee is confined to executives of companies, professionals—that is, staff members from associations, consultants, and attorneys—are precluded from membership. They may be present to act in various capacities; they may be employed by the policy committee, but not as members.

No one should accept policy committee responsibility unless he is prepared to be available and to give sufficient time to it. It is desirable to provide in the rules of procedure for the replacement of a member in the event of excessive absence.

SELECTION OF OFFICERS

CHAIRMAN. *The executive policy committee should be chaired by a truck operator selected from the membership of the committee.*

Early policy committees organized themselves with ATA staff assistance around an impartial coordinator who chaired the policy committee, but had no vote. This device worked well in early policy committees, when constituent groups which in the past had acted as separate, autonomous, and even competitive groups were attempting to associate themselves for the bargaining of regional and conference agreements. While a truck operator could have been elected to such a post, those groups saw advantages in obtaining the services of an essentially impartial person, one who had nothing to gain personally from the negotiations, one who could allay the mistrusts evident between and among such groups. These elements of distrust have, after many negotiations, largely dissipated themselves. In the meantime, the services of substitute coordinators occasionally were required. Confronted with the necessity of selecting a chairman from among their own number, policy groups learned that the reasons for selecting a non-truck operator as chairman were no longer current. They proved to themselves they might elect an impartial chairman from among their number.

Certain lessons of experience developed from this use of policy committee members as substitute coordinators from which future policy committees may profit. The Committee agreed that the one who heads up the executive policy committee should be designated a chairman, should be chosen from the membership of that committee, and should not vote except to break a deadlock. He should have the qualifications of policy committee membership; should manifest a maximum degree

of impartiality; and should be able to exercise the parliamentary process. Other qualifications, insofar as attainable, are a knowledge of the union, and other bargaining settlements.

Experience has shown that the greater the diversity of interests among the carriers, the greater the need for an impartial chairman.

SECRETARY. *The executive policy committee should select a secretary to coordinate its administrative and technical functions, and to serve as secretary of the labor advisory committee.*

Under the old policy committee framework, in which coordination was frequently provided by ATA staff, the committee's administrative business and its housekeeping functions were directed by the coordinator. He provided such other administrative and secretarial services as the work of the committee required. He furnished a recording secretary to keep the minutes of meetings, to send notices, conduct correspondence, and to perform such secretarial tasks as were needed.

In the past, the coordinator of a policy committee functioned as a liaison between all components of the negotiating committee and the policy committee. He assisted in maintaining liaison with other bargaining groups. As an impartial person, the coordinator was able to act as catalyst between differing points of view; he could in a sense mediate dissident expressions of opinion. He could listen to individual members who needed a sounding board to test their convictions.

There is no reason to question this desirable lesson of experience—the need for a catalyst between the three major branches of the executive policy committee activity: the executive policy committee, its negotiating committee, and its labor advisory committee.

It is, therefore, recommended that the executive policy committee should appoint a secretary who shall act as a coordinator of staff services. He would conduct the normal secretarial services required by a committee. He would also be secretary to the labor advisory committee. He would direct such incidental administrative and clerical functions as would be required. He would, in addition, direct the activities performed by a recording secretary. Here, the desirability of keeping a verbatim record of proceedings is unquestioned.

The secretary of the executive policy committee should have the qualifications required of other officers of the committee. He should above all be impartial, competent to direct the staff services required, and available to do the job.

TREASURER. *The executive policy committee should appoint a treasurer to receive and disburse monies, incident to the administrative costs of the negotiation.*

Few difficulties have been observed in those areas in which permanent employer groups have been established and operative in accord with the first group bargaining report. The post of treasurer of the policy committee has increased in importance in those areas in which no such permanent groups are established. Under those circumstances, it is suggested the executive policy committee should be sufficiently provident to spread the financial burden of the negotiation. The treasurer so selected should be competent and available to perform his task.

GENERAL COUNSEL. *The executive policy committee should establish a readily available source of legal counsel.*

Past experience has indicated the continuing vulnerabilities of policy committee groups which do not prepare themselves to meet legal difficulties with expert counsel, ready and available to do a competent job. Permanently established employer groups employing legal counsel as needed, have had recourse to counsel familiar with their affairs, and have overcome these vulnerabilities to a substantial degree.

Such counsel has been of material assistance during the bargaining process. Bargaining groups, leaning on competent counsel, have argued against unilateral expansion of the area and scope of the contract by the union. They have taken issue with the union over demands for clauses that might place unlawful restrictions on the carriers. They have counseled on legally sanctioned lockouts in strikes over bargaining issues. And they have been able to obtain information on the carriers' probable rights and obligations under state and federal laws.

This is not to say successes in this area have been spectacular. Despite the legal remedies available, members of bargaining groups still have had to contend with the economic power of the unions and their abilities to evade due process or to counter with their own considerable legal resources.

The counsel selected by the policy committee need not be available on a permanent standby basis, for this could needlessly burden the costs of negotiation. Such counsel need only be accessible in terms of having an understanding of the progress of negotiations. To this end, sufficient records of proceedings should be available for his use. Counsel should understand labor law, and the mechanics of bargaining. A knowledge of the contract and its general application also is helpful.

COMMITTEE ADMINISTRATION

DUTIES AND RESPONSIBILITIES. *The purpose of the executive policy committee is to set broad policy for negotiations.*

Introductory portions of this report indicated a major fault of policy committee operation was simply failure to plan, organize, and prepare for negotiations deliberately. Such weaknesses were traced to failure to identify the policy committee's primary role. Few policy committees gave much thought or deliberation to their purpose. Undoubtedly they understood their function was that of controlling the negotiation. But there seemed to be little balance between too much or too little control upon the negotiations. Few seemed to see their purpose as confined primarily to identifying an acceptable area within which negotiators might reach a settlement.

As a result, some negotiators became so enmeshed in the rulings and dictates of their groups as to be left little or no room to negotiate. Other policy groups apparently gathered together for no other purpose than to passively accept with resignation whatever a negotiating committee handed them. Such policy groups were not successful in making the framework of the policy committee method work to their best advantage. They failed to draw up workable rules of procedure to govern themselves, both in the early days of negotiation as well as in the last heated moments. Few established clear cut, attainable bargaining objectives. They were weak in winnowing out a few of the most important priority items that would benefit the industry at large, and on which they retained their authority. They permitted their negotiating committee elections to degenerate into popularity contests rather than to be based on reason and good judgment. Too often policy groups adopted a philosophy of "no change" or "take back what we gave them before," or "give them nothing," rather than attempting to draft contract proposals aimed at winning concessions.

Too many policy groups attempted to substitute by remote control their own judgments on timing and strategy for those of their negotiators who were on the scene at the table. Their policy judgments were tied, not to realistic goals of possibly buying out costly concessions, but to every inner hope of turning back the clock on basic wages and fringe. They were slow to give weight to previous settlements, or to weigh the evaluation of members who had settled elsewhere. In large part, these criticisms reflected lack of judgment in establishing the basic composition of the policy group; they reflected industry failure to place an ablest executive in charge of negotiations.

It goes without saying that the executive policy committee possesses the primary responsibility for the successful conduct of negotiations. It has the task of originating, planning, organizing, and putting into effect the bargaining process. It has the purpose of seeing that bargaining objectives are achieved. It has the responsibility of seeing that a signed, printed, livable contract is obtained. To this end, the executive

policy committee must set broad policy for negotiations. It must establish the major objectives. It must elect the negotiating group. It must communicate the progress and completion of negotiations to the industry which it is authorized to represent.

Individual members similarly have distinct responsibilities. Each member has the prime duty of representing the constituency which sent him to the policy committee. He has the task of representing positions which reflect his considered judgments and the views of the people he represents. He owes it to his constituent group to keep them posted on the progress of negotiations.

COMMITTEE AUTHORITY. *A binding power of attorney represents the ideal source of executive policy committee authority.*

It is well known that in the very early days of group bargaining the number of negotiating committees that bargained without authority was beyond counting. Too often, negotiators conveyed themselves as volunteers or by self-appointment, with a poorly identifiable source of authority.

The bulk of the industry's policy committees in recent years have established their negotiating authority with care. Some few employer associations, permanently organized, have achieved their authority through a carefully designed power of attorney. Admission to association membership is conditioned upon signing this power of attorney. This instrument binds the signator to accept the results of the negotiation.

Sanctions may be levied for breaking the employer group and settling individually with the union. These remedies are available under federal labor law which prohibits an employer from this independent action. This is the same remedy available against a defector from any recognized bargaining group once negotiations have commenced. But the power to bind theoretically affords still tighter remedies. In at least one case, the association signs the contract for its members. Its by-laws provide that if the membership accepts a strike, the company member must join in; if it does not, it can be sued. This right of suit, however, probably has not been tested. If tested, it is debatable whether members so affected would ever again accept a tight power of attorney. It is to be noted that this arrangement is perhaps more workable in an association of members having a closely identifiable community of interests.

The alternative to this is far the more common arrangement, is the authority to represent. The executive policy committee rests its authority to negotiate on the written consent of a substantial group of the employers in the area of the contract. This authority is limited

to that of representation. The authorizing carrier does not bind itself to sign the contract the policy committee accepts. As a practical effect, however, the authority to represent is nearly always the authority to bind, for the policy committee endeavors to obtain its authority to represent, from those employers who together employ the majority of employees affected by the contract. Their acceptance of the contract, in most cases, creates a pattern for others in the area of agreement.

Whatever method is used to establish and identify the executive policy committee's authority, the objective is to curb defections from the industry group prior to or in the midst of consummation of the contract. While the securing of widespread authorization to bind theoretically may be the desirable thing to do, in most area contracts this authority probably is not attainable. Furthermore, the larger the area of contract and the more diverse the types of service, the less likely is this more absolute authority attainable. For separate and autonomous companies engaged in an industry effort for mutual protection are first of all dedicated to their individual profit objectives, not to following an industry pattern. Therefore, in a large area negotiation, the non-binding authority to represent is probably the course which will assure the widest industry support.

No matter the means used to obtain industry support, success in negotiation may still lie in a hard-core resolve among carriers, party to an industry negotiation, who determine that irrespective of defections from their group, they will seek to obtain improvements through group negotiation. Needless to say, it must be their objective to curb defections by sustained efforts to communicate with, win over, and contain potential defectors.

RULES OF PROCEDURE: *The executive policy committee should early establish rules of procedure governing its manner of operation.*

Nearly every policy committee which has sought to organize itself for negotiations in recent years, has established rules of procedure to govern the conduct of its business. Others, as entities contained within a permanently established employer group, acquired their powers from the parent organization's by-laws and implemented their negotiating procedure with separate rules also. Experience has shown the wisdom of exercising care with respect to certain basic features of the rules of policy committee procedure. Much that has been incorporated in this report with respect to composition of the policy group and the selection of members and officers, should be given space in the rules of procedure.

The following sections explore subjects which the rules should cover.

Quorum. Many formulas for measuring a quorum of the policy committee and the related matter of obtaining majority votes have been used. The basic rule is that policy committees should at no time make an affirmative decision where less than a majority of voting units or members is present. The object is to preclude the possibility of a minority voting the contract.

Lacking a quorum, policy committees should not be blocked from taking any actions. They should be empowered to act unofficially in the absence of a quorum, with actions subject to later ratification.

Voting. Voting units should be weighted proportionate to the numbers of employees, numbers of companies, or some other fair basis of representation. In the past, policy committee representation for voting purposes has been of two kinds: individual member votes and unit votes. Units have corresponded to the bases of representation in the contract area, whether geographic, association, local union jurisdiction, types of service, or at-large. Other methods of unit representation for voting purposes have been used, but these have been the most common.

The error into which most groups have fallen has been failure in some way to tie the voting formula to a proportion representing the economic impact of the contract on constituent groups under the contract. Clearly, a metropolitan city representing the bulk of the employees under contract should be entitled to a heavier weight in voting than a small suburban area also represented. Other groups found it expedient to grant equal votes to state-wide units within a regional contract. Yet an error of such groups has been failure to weight such units in some proportional manner which recognizes the interests of all groups on a just and defensible basis. More complex bargaining groups attempted proportionate representation and combined this with units of equal votes representing carriers at-large.

Whatever the method, the Committee felt the voting formula should be founded in some way on proportional representation, based on the number of employees under the contract, in order that the economic impact of the contract may be distributed properly among the areas and groups represented.

If a unit vote is used, the units—like the policy committee itself—should not be so large as to be unwieldy nor so small as to deprive a group of reasonable representation. The voting formula should not be so complex as to stifle the clear will of the majority of the policy committee groups. To this end, the unit vote method aims to prevent splintering within voting units. The unit may cast its votes through one of its members, but all of the unit's votes must be cast one way or the other.

To expedite committee business, most policy groups use voice votes except when the unit or roll call vote is requested.

Secret Ballots. Policy committee experience indicates three instances when a secret ballot is used. The value of a secret ballot to elect a negotiating committee is scarcely questioned. Secret ballots also are used to accept or reject a final contract proposal. They also have helped negotiators to gauge policy committee sentiments for acceptable areas of contract settlement.

Abstentions. Rules of procedure can provide remedies to ensure abstentions are not used to frustrate the policy committee's obtaining a majority vote. For this purpose, two devices have been used. The abstention is recorded as such in the record, but is counted in the affirmative for purposes of a majority. Alternatively, the rules may provide that a majority of units or persons present and voting is sufficient to carry an action of the policy committee. Each provision recognizes that an underlying purpose of the policy committee process is compromise among many points of view, so that the industry may present a unified voice when its negotiating team speaks to the union.

Rules Revision. Some policy committees erred by altering their rules of process to suit a short term purpose. Consequently, policy committees are encouraged by orderly process to reason out in advance the rules that will govern them well in the heat of negotiation. Experience universally attests to the wisdom of subjecting proposed revisions in the rules of procedure to a reasonable waiting period with notice to all members. Two weeks is the most common period of notice for this purpose.

Selection of Meeting Places. The rule for maintaining separate sites for policy committee meetings and negotiating sessions was first applied in those negotiations in which ATA staff assisted by coordinating policy committee activities. This was because of an ATA policy prohibiting its staff from taking part in collective bargaining. The experience of maintaining separate sites proved beneficial to all the parties involved. Thus the Committee recommends that separate sites for negotiations should be maintained apart from the policy and advisory committees. This should be so even if, under the executive policy committee setup, it is likely that the policy committee will not meet often, and then when the negotiators are in recess. Similarly, it is recommended that the negotiating committee not be housed in the same hotel as the union.

Executive Sessions. Nearly every policy committee has invoked its right to private deliberations. Often it is helpful to provide in the rules that any member may request executive session. It is suggested

that unauthorized persons, those having conflicts of interest, and the curious be excluded. Representatives of the press require different treatment. It may be desirable to exclude them, but, on the other hand, neither is it desirable to alienate them. Separate recommendations with respect to press relations are made in a separate section of this report.

Finances. Rules of procedure customarily make provision for levying the costs incident to negotiation against the constituent groups. Whatever the formula devised to meet negotiating costs, it should be recognizable as reasonable and fair. A formula weighted to conform to the basis of member representation has been found most acceptable.

Scheduling Committee Sessions. It is not contemplated that the executive policy committee should meet more often than necessary to conduct its business. Early policy committees had the habit of meeting whenever the negotiators were in session. This was necessary because the negotiators were subject to the will of the policy committee for approval of nearly all decisions. This reflected an early development in gaining industry acceptance of the policy committee method. Interested industry observers had been accustomed to frequenting the site of negotiations. Negotiators found themselves too easily the victims of "end runs" by unauthorized company representatives present at the bargaining site. To overcome this, the policy committee offered authorizing carriers the opportunity of hour by hour reports on developments of the negotiations. Thus policy committees maintained themselves in continuous session. In so doing, they offered some insulation to the negotiating committee.

With the passage of time and an apparent gain of industry confidence that the policy committee and its negotiators would faithfully represent the industry, policy committees found it unnecessary to meet in continuous session except toward the end of the negotiation. Some policy committees made it a practice to schedule their meetings weekly or bi-weekly, so that members and interested industry observers could plan on regular attendance. At the same time, negotiating committees were being delegated greater authority and had less frequent recourse to policy committee decisions. Now it is anticipated that executive policy committees may need to meet perhaps no more than a half dozen times during the course of bargaining, and then only to complete their business of passing on policy matters.

Whatever the scheduling which executive policy committees abide by, the Committee suggests they heed the lesson of hard experience that marathon sessions at unreasonable hours have been unproductive and even destructive, and are not recommended.

PRE-NEGOTIATING SESSIONS. The requirements of individual bargaining areas will, of course, dictate the extent of elaboration of

preparations which the executive policy committee finds necessary. It is to be hoped that a minimum number of meetings will be required to expedite that committee's work, before negotiations begin.

In earlier policy committees, the preparations went on for weeks at length. They took upon themselves the tasks of early and elaborate preparations of contract proposals. They immersed themselves in the details of individual member operating problems. No grievance or local jurisdictional problem was too small to escape lengthy debate. The result was that the initial interest of the committee at-large often was dissipated before negotiations began in earnest. Top management representatives found they could not devote their time to the day-in and day-out sessions of the committee and still run their businesses. In more recent area negotiations all this changed. Now it should be possible for a policy group to establish itself and accomplish the following necessary steps in a minimum number of meeting sessions, providing they are well planned and executed in business-like fashion.

- The executive policy committee must establish itself, appoint temporary or permanent officers, and adopt rules of procedure to govern the conduct of its affairs.

- At an early date it should appoint its advisory committee and elect its negotiating committee so those committees may observe early policy committee sessions.

- The executive policy committee should establish its broad objectives for the negotiation and select the key items which it intends to seek at the bargaining table. Following receipt of the union proposals, it should choose those few on which it reserves its authority.

- Discretionary authority should be delegated to the negotiating committee on all other items.

Some policy committees have found it helpful to space out preparatory sessions to afford members the opportunity of becoming acquainted with each other. Particularly is this true in the combining of competitive bargaining groups. The merging or expansion of bargaining areas may require additional time, particularly if operational characteristics differ broadly within those areas, or if local union practices have differed. Tighter and more disciplined policy groups, composed of people who know each other well, have accomplished these pre-negotiating steps in a meeting session of a day or two duration.

Negotiating Committee Function

AS IN THE CASE OF ITS APPROACHES to improvements in the functioning of policy committees, the industry learned its lessons about negotiating committee organization by trial and error.

In general, most bargaining groups followed the recommendations of the first group bargaining report. Usually the negotiators elected were well qualified for the job. They represented the key types of service in the area under consideration. But recent negotiations taught much more. Here the industry learned by its mistakes.

One policy group decided to elect the same group of negotiators they had had in the past. They decided the number of negotiating committee members was not in need of review. Neither were the areas or types of service represented by them given apparent deliberation. The fact that an even number was chosen made for subsequent deadlocks in decisions within the committee. One of the members chosen was a professional. He also served a small group of the policy committee as a paid employee. He was bound to faithfully represent their interests even when they conflicted with those of the policy committee at large.

Other policy groups erred by electing overly large negotiating committees. The Central States committee elected a road committee and a local cartage committee, each comprised of seven men. There were two spokesmen. They met, however, as a single committee. Among the fourteen there developed too many opportunities for divisions of opinion. Such a group proved to be inflexible and slow to move. Marathon employer caucuses required night-long sessions to achieve unanimity both at the bargaining table and before the policy committee.

Some bargaining areas were short on top management talent experienced in labor negotiations and available to do the job. They had to settle for people of lesser qualifications who were on hand and willing to serve. Other bargaining groups not only found themselves short on able negotiators, but could not get those who were qualified to serve as spokesmen.

Some few groups failed in the opposite extreme: they elected top management committees to meet the union and left their labor relations advisors at home. Other areas apparently saw the election as a popularity contest; one group nearly failed to elect the one best man they had who was qualified by experience and proven ability. One com-

mittee negotiated a road contract without a single road operator on the committee.

In retrospect, some of these isolated instances, unclothed of contributing circumstances, border on the height of poor judgment. It is to be hoped other bargaining groups may evaluate their circumstances as they approach negotiations and prepare to elect those who can in all probability obtain for them the best possible contract.

COMPOSITION OF THE NEGOTIATING COMMITTEE.

Negotiating committee members should be selected first by personal experience, ability, and integrity; secondarily, according to the types of service under the contract. The maximum size of the committee should be five. Members should be elected by secret ballot. Among those chosen should be persons who expect to be active in contract administration.

Accordingly, the Committee believes bargaining groups should set their standards high. Negotiating committee members should be selected first on the basis of personal qualifications. They do not need to be members of the executive policy committee. But qualifications must include experience, ability, and personal integrity. Experience should include a broad and specific knowledge of the problems under the contract, thorough familiarity with motor carrier operations, union officials, and the language and intent of the contract. Bargaining groups should make sure that competent and qualified individuals may acquire negotiating and contract administration experience to anticipate possible shortages of qualified and experienced personnel in future negotiations.

Members should be truck operators, not professionals. However, professionals may function in secretarial, technical, or advisory capacities. We reiterate the recommendations of the first group bargaining report:

In comparison with the negotiator who came from trucking management, they (professionals) were less successful: first, in obtaining an agreement which might fit their constituents and, second, in maintaining good relations with labor. Obviously, the professional who gives away too much, not his own, can satisfy the union. But when he fights he more often satisfies no one.

The second most important consideration in selecting negotiating committee members is representation of the type of carriage involved in the negotiation. Geography, employer association, and local union area are less important considerations. Included should be persons who expect to serve in the administration of the contract. Not more than five negotiators should be elected for optimum effectiveness. This

number will afford representation to the basic types of trucking service under the contract and is not too large to be unwieldy. An odd number of members is suggested to avoid deadlocks. Groups or operations requiring representation on the negotiating committee can be satisfied through appointments to subcommittees to represent their special problems.

The Committee agreed unanimously that election should be by secret ballot. To do otherwise could force a choice of the most popular candidate as spokesman, even though he may not have the best qualifications for the task.

Early election of the negotiating committee permits a timely choice of the best men available as officers of the negotiating committee. The chairman and a vice chairman, if one is selected—should be selected by and from the negotiating committee members themselves. The committee's secretary should be chosen by the negotiating committee members and who, in addition, serves the negotiating committee impartially.

DUTIES AND RESPONSIBILITIES OF THE NEGOTIATING CHAIRMAN. *The Chairman has the primary responsibility to speak for the industry in negotiations and to designate others to speak on specific subjects.*

The chairman has the primary responsibility for the conduct and control of the negotiations, subject to final ratification by the executive policy committee. He may bring in outsiders to speak on various subjects, providing the negotiating committee approves as a whole, and providing coordination over the outsiders' activities is maintained.

The Chairman should be empowered to cut the size of the negotiating committee at will and to select those who will serve on the reduced committee. This power follows from his primary responsibility to lead the course of negotiations; however, the results of his actions are subject to final determination by the executive policy committee.

The Chairman is responsible for making reports to the policy committee or seeing that reports are made with sufficient regularity to keep the executive policy committee sufficiently informed on the course of negotiations so that policy decisions may be made when necessary.

DUTIES OF THE NEGOTIATING COMMITTEE SECRETARY. *The Secretary under direction of the Chairman of the negotiating committee, is charged with reporting factually the items of importance that have taken place at the bargaining table.*

The Secretary must have a sense of timing and importance, and must be impartial. His usefulness will be enhanced to the extent that he has been acquainted with the development of all contract proposals and all policy committee instructions, and to the extent that he is able to cooperate with the union committee secretary in reviewing language drafts. He also may have an administrative role in arranging for suitable negotiating facilities, and handling certain affairs of the negotiating committee between its sessions.

The Secretary should work closely with the negotiating committee and its members in obtaining agreement on the substance of his reports to the policy committee. Since the Chairman has primary responsibility for reporting to the executive policy committee, the Secretary's responsibility ordinarily is confined to a readiness to report factually in accord with the Chairman's direction. Discussions of tactics and strategy must be left to the Chairman to report.

The Secretary should keep a complete record on all items of agreement at the bargaining table. He can facilitate the work of the negotiators by seeing to it that members receive copies of the records of agreement.

POLICY COMMITTEE CONTROL OF THE NEGOTIATING COMMITTEE PROCESSES *Policy committees should determine the negotiating committee's authority, delineating both an area of discretion and those few key items on which prior policy committee approval is required.*

Policy committees now have swung full circle from the tight controls upon authority suggested eight years ago. At first, negotiating groups welcomed the opportunity to use the policy committee as a bulwark for their arguments at the bargaining table. But too many policy groups, exceeding their roles as policy makers, attempted to dictate strategy from a distance. They required approval of inconsequential items in the contract proposal. While there were not always serious faults, they hampered the negotiators' flexibility. Frequently, the negotiating committee's battle to gain policy committee acceptance seemed more arduous than facing the union.

In order that the negotiating committee may have flexibility in working toward the objectives established by the policy committee, it has been found productive for the policy committee to ratify items in advance on which the negotiating committee may have discretion to trade, to yield, or not to give at all, as timing dictates. Similarly, the policy committee should designate to the negotiating committee the few key items on which prior policy committee approval is essential. The policy committee still retains overall veto power with respect to the results of the negotiation.

Therefore, it is intended that the policy committee should not intrude itself in matters proper to the functioning of the negotiating committee, such as the construction and approval of detailed language proposals. The policy committee may suggest major principles, leaving to the negotiators and to the labor advisory committee, ways and means of establishing workable agreements.

Early evaluation of the climate and problems of negotiations, determination of employer and union objectives, early selection of a negotiating committee are all helpful in familiarizing the industry with the issues and personalities involved in the negotiations. To that extent, the lack of control witnessed in some poorly organized negotiations may better be overcome.

Critical to the success of a controlled negotiation is a satisfactory working relationship between the chairman of the policy committee and the chairman of the negotiating committee.

The Committee also discussed a number of miscellaneous points relating to industry control of the negotiations. Their suggestions follow:

INDEPENDENTS AT THE BARGAINING TABLE *Independents should be excluded from bargaining sessions.*

Determination of whether or not to admit them largely depends upon their integrity and whether they are strong enough to affect the outcome of negotiations. Only in exceptional cases is it advisable to cooperate with them, rather than exclude them.

DETERMINING THE DATES AND PLACES FOR NEGOTIATIONS *This must be a joint effort; it should not be left entirely to the dictates of the union.*

The best timetable is one which mutually suits the convenience of the parties. It is imperative to get the negotiations started early enough to prevent a last minute rush scheduling of committee meetings.

PUBLIC OBSERVERS *Several negotiating groups have experimented successfully with the concept of having representatives of the public interest sit in the bargaining room as observers.*

The advantage seems to be that their presence may change the tone of the union in negotiations. If such observers are not true public representatives they should be excluded.

MINORITY APPEALS TO POLICY COMMITTEE *Negotiating committee members holding a minority viewpoint should be permitted the right to present to the negotiating committee chairman and to the executive policy committee.*

The Chairman of the negotiating committee should be empowered to accept or decline a minority view of his committee members, recognizing that he is subject finally to approval or censure of the executive policy committee for his actions. A minority group, having been overruled by a majority of the executive policy committee, should not be permitted to press its viewpoint to the point of frustrating the course of negotiations.

While many individual suggestions have been made to maximize the negotiating committee's effectiveness at no essential cost to necessary policy committee controls, the Committee noted most policy committee successes were achieved where:

- The negotiators first met the union without a preconceived or fixed plan with respect to an employer proposal.
- They took sufficient time to digest and evaluate union demands.
- Employer targets were developed somewhat ahead of negotiations, but not so far ahead as to make the paths of achievement inflexible.
- Specific employer objectives were not spelled out in their proposal to the union; rather, the employers announced their "wish to discuss the principle of."
- Employers kept in reserve suggested language to fit the principle desired. This language was reworded to fit the amended principle where compromised.
- Copies of draft language were initialed by both parties, and in some cases, immediately reproduced as a matter of record for all negotiating committee members.
- In one case of record, it was agreed that draft language once initialed could not be changed, except through initialed statements of intent.
- The chairman of the negotiating committee had the primary responsibility for the proofreading of the final language of the contract.
- The actual task of proofreading was performed by members of both negotiating committees and their staff secretaries.

Labor Advisory Committee Function

IN THE PAST, WHEN policy committees met in rather continuous session throughout negotiations, policy committee members not only functioned in policy making and control capacities, but those who were experts on finance, economics, operations, etc., contributed substantially of their experience and expertise as staff advisors to the negotiators. They made themselves task forces to study and recommend solutions on technical problems. While the tasks they performed were time-consuming, they are required for any negotiation. If top management people are to devote their limited time to executive policy committee service, provision must still be made for the many supporting services a negotiating committee may require. Accordingly, this blue print for collective bargaining suggests a new device meriting experimentation—a labor advisory committee.

COMMITTEE PURPOSE. *The labor advisory committee is established by the executive policy committee as a work group to give expert guidance during negotiations. It cannot control the negotiations. It is not empowered to ratify the contract.*

The labor advisory committee would furnish technical assistance in operations, economics, finance; it would be available to draft contract proposals, to research contract interpretations, and to search out settlements elsewhere. It should remove both from the policy makers and negotiators as much of the technical burdens of the negotiation as possible. It would act as a sounding board. Indeed, the policy makers might even require that the negotiators use the labor advisory committee as a sounding board on policy matters which develop between meetings of the policy committee. This committee might write language for the employers' objectives, and also language for second positions. They could establish subcommittees to develop answers to specialized carrier problems. In short, the labor advisory committee would, in detail, give guidance to the actual negotiations. It would *not* be empowered to control either the policy committee or its negotiating committee. It could *not* ratify the contract.

COMPOSITION. *The labor advisory committee would consist of people who live day-to-day labor relations.*

Serving on the labor advisory committee would be the best qualified people available; they would be required to give substantially of their time and talent. While not controlling the negotiations, it must be recognized they would be in a position to have a decided influence upon the outcome.

This group would consist of truck operators, as well as the staff men of associations, appointed with policy committee approval and acceptable to the negotiating committee. Like the policy committee and the negotiating committee, its members should be representative of the types of service under contract.

SIZE. *The labor advisory committee could expand to any size needed, consistent with the needs of the negotiation, and with the orderly business-like functioning required by any committee efforts.*

While specific task force functions might best be handled by a small sub-group of competent members, sounding board activity might require a wider range of industry representation to afford negotiators a cross section of views on important technical subjects. In any event, the committee should be large enough to ensure continuity of all matters coming before the labor advisory committee during the course of negotiations.

COMMITTEE ADMINISTRATION. *The labor advisory committee should be chaired by a truck operator. He should attend all meetings of the executive policy committee.*

The secretary of the executive policy committee, in his capacity as coordinator of staff services, would function as secretary of the labor advisory committee. In this connection, he may be assisted by a recording secretary who is competent and available to perform the administrative tasks of the negotiation.

In this connection, there is the routine arrangement of meeting facilities, provision for receiving mail and other communications, the typing of meeting notices, minutes of meetings, progress reports, lists of authorizing carriers, certain notices to the union etc., the preparation of contract proposals, the assembly of vast quantity of paperwork.

Additionally, the labor advisory committee may be required to prepare payroll survey information, statistical exhibits, contract proposal guides, clause guides, information on economic settlements in trucking and other industries.

Similarly, staff services can do much to assist in obtaining a signed, printed, and ratified contract. Here, arrangements may be needed to ensure completion of the employer responsibility to put the memorandum of agreement into writing, to proofread the completed contract, and to make provision for ratification by the industry which authorized the policy committee operation.

These and many other like details necessary or helpful to the success of a negotiation, require assignment or responsibility to one coordinating source.

FREQUENCY OF MEETINGS. It goes without saying that a core group of the labor advisory committee may be required to meet whenever the negotiating or policy committees are in session.

A single local union negotiation will require a nucleus in standby readiness to meet when required. The more complex the negotiations become, the more diverse will become the functions of the advisory committee and its members. Accordingly, their meeting schedules will reflect the demands upon them.

A problem to be anticipated by policy committees will be the time demands made upon their labor advisory committee members. Since, as advisors, they are not called to function in the front line of negotiations, their companies may question the time these people give without having direct responsibility for negotiation. It is hoped policy committees will find no lack of competent labor relations advisors who can give of their time and talents in an advisory capacity to the exceptional extent which negotiations require.

PRESS RELATIONS. The Committee took note of an aspect of staff services provided in negotiations requiring special attention.

Successful press relations can increase the employers' probable success in negotiations. Unskillful handling of the matter in the past has hurt the employers' chances of obtaining a good contract. Since the unions have excelled in obtaining a ready press, it would behoove employer groups at least not to alienate their press.

To this end, the Committee makes these recommendations:

- The trucking negotiating group should speak with a single voice, with the spokesman preferably being the chairman of the negotiating committee.

- In all public statements, the trucking employers should refrain from any personal attacks upon union leaders. Emphasis should be placed on a rational exposition of the issues involved and careful explanation of the employers' position.

- Initial public statements by the employers of matters of extraordinary importance, such as disclosure of the details of a "final offer," should be reduced to news release form.

- One specific individual should be given the assignment of handling all press contacts for the group. Any written releases or statements prepared by this individual should be cleared with at least the official spokesman of the employers group.

- Close relationships should be established early and maintained with the press throughout the negotiations. In this way, the employers

can be assured of always having a chance to get their side in the news stories.

■ An agreement with the union at the outset of negotiations that both parties will not issue individual statements to the press, but only joint statements is acceptable. A subsequent breach in this agreement should result in the employers informing the union that they no longer feel bound by the joint release agreement.

While much more can be written about the delicate job of press relations in labor contract negotiations, the importance of the above principles is enhanced by the likelihood that the next negotiations, and all negotiations thereafter, will be of "public interest" in character and will consequently be subjected to the most searching scrutiny by the press. Failure of the industry to set up a satisfactory press relations program for negotiations of such interest to the nation could have serious consequences, not only during the conduct of such negotiations, but subsequently for the public relations image of the trucking industry in all other areas.



BENJAMIN R. MILLER, Director
Industrial Relations Department

AMERICAN TRUCKING

ASSOCIATIONS INC.

1615 P STREET NW WASHINGTON 6, D. C.
DU PONT 7-3200

January 21, 1963

ADMINISTRATIVE FILE

American Trucking Ass'n
X
X

Mr. Jesse B. Wirtz,
General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Jim:

I'm enclosing a complimentary copy of the new booklet, "Collective Bargaining in the Trucking Industry -- 1963", which has just been published by the American Trucking Associations. The booklet sets forth a recommended manner which truck operators may follow to improve their collective bargaining processes. This program was developed as the result of a year-long study by the ATA Industrial Relations Committee and has been adopted as official ATA policy.

Sincerely,

Benjamin R. Miller

BRM:jd

A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE



ADMINISTRATIVE FILE

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May 5, 1962

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American Trucking Association
1616 P Street, N.W.
Washington, D. C.

Gentlemen:

I should greatly appreciate your handling the
attached request for information which we received
from Mr. William Bingham.

Thanks very much for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AM/lp
Encl.

ADMINISTRATIVE FILE

ATA

March 21, 1962

American Trucking Association, Inc.
1616 P Street, N. W.
Washington, D. C.

Gentlemen:

The enclosed request for information on careers in trucking was sent to us in error. I should greatly appreciate your sending available materials to Miss Carolyn M. Rieger, Marshall High School, Marshall, Michigan.

Thank you very much for your cooperation.

Sincerely,

Abraham Weiss
Economist

AWrk
enclosure

ADMINISTRATIVE FILE

Q-3a

X

X

March 2, 1962

Mr. Peter Beardsley
General Counsel
American Trucking Assn., Inc.
1616 P Street, N.W.
Washington 6, D. C.

Dear Mr. Beardsley:

I am returning your copy of the notes used in
your oral argument in the case of *Gordon v. Strickland*.
Many thanks for its use.

Very truly yours,

Abraham Weism
Economist

AW:rk
Enclosure

American Trucking
Assoc., Inc.
1616 P St. NW
Wash. 6, DC

Peter J. Beardsley
General Counsel
(Law Department)

Return to:
2/23/62 (white letter)

ADMINISTRATIVE FILE
*American Trucking
Association*
X

February 14, 1962

American Trucking Association, Inc.
1616 P Street, N.W.
Washington, D. C.

Attn: Public Relations Dept.

Gentlemen:

I should greatly appreciate your handling the
attached request for information on the trucking
industry which we received from Miss Dorothea Pink.

Many thanks for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AM/tp
Ecol.

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ADMINISTRATIVE FILE

939

X

June 7, 1961

Mr. John V. Lawrence
Managing Director
American Trucking Associations, Inc.
1616 P Street, N. W.
Washington 6, D. C.

Dear John:

Thank you for your letter of June 2nd and attached Indiana Association Bulletin.

Please keep me advised as to the adoption of this program by other State Trucking Associations.

With kind personal regards, I remain

Cordially yours,

Sidney Zagri
Legislative Counsel

SZ:JCS



JOHN V. LAWRENCE
Managing Director

AMERICAN TRUCKING

ASSOCIATIONS, INC.

1616 P STREET N.W. WASHINGTON 6 D C
DUPONT 7-3200

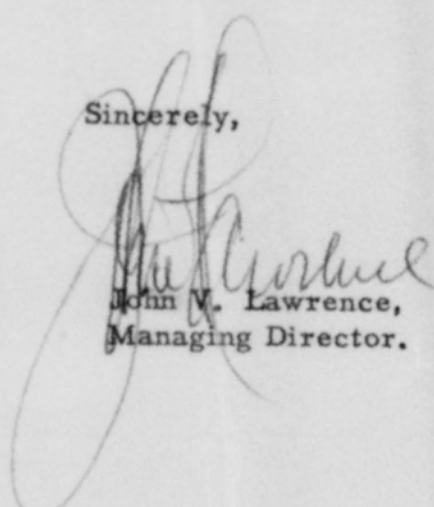
June 2, 1961.

Mr. Sidney Zagri,
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America,
25 Louisiana Avenue, N. W.,
Washington, D. C.

Dear Sid:

Attached is the Indiana Association Bulletin we talked
about over the phone.

Sincerely,


John V. Lawrence,
Managing Director.

JVL:mp

A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE



ADMINISTRATIVE FILE
ATA
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X

April 20, 1961

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Public Relations Department
American Trucking Associations, Inc.
1616 P Street, N.W.
Washington, D. C.

Gentlemen:

I should greatly appreciate your handling the
attached request received from Geusen South.

Thanks very much for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AW/lp
Encl.

ADMINISTRATIVE FILE

Q 30

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X

April 17, 1961

C
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American Trucking Associations, Inc.
1616 P Street, N.W.
Washington, D. C.

Attn: Public Relations Dept.

Gentlemen:

I should greatly appreciate your handling the enclosed request from Mr. Mike Dennis.

Thank you very much for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AM/lp
Encl.

ADMINISTRATIVE FILE

Q 32

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X

March 28, 1961

C
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Y

Public Relations Department
American Trucking Association
1616 P Street, N.W.
Washington, D. C.

Dear Sir:

I should greatly appreciate your handling the enclosed request from P.F.C. Rodney Richmond.

Many thanks for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AW/19
Encl.

ADMINISTRATIVE FILE

a-3a

X

March 24, 1961

C
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American Trucking Association
1616 P Street, N.W.
Washington, D. C.

Gentlemen:

I should greatly appreciate your handling the enclosed request from Mr. Dick Young for information on trucks and truck transportation.

Thanks very much for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AW/lp
Encl.

ADMINISTRATIVE FILE

QTA

X

X

March 6, 1961

C
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Research Department
American Trucking Association
1616 P Street, N.W.
Washington, D. C.

Gentlemen:

I should greatly appreciate your handling the attached request which we have received from Henry Anthony Rahn, Jr.

Thanks very much for your cooperation.

Very truly yours,

Abraham Weiss
Economist

AM/lp
Encl.

ADMINISTRATIVE FILE
230
X
X

January 9, 1961

C
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P
Y

American Trucking Association
1616 P Street, N.W.
Washington, D. C.

Gentlemen:

I should greatly appreciate your handling the
attached request which we received from Mr. Daniel
Nocera.

Many thanks for your courtesy in this matter.

Very truly yours,

Abraham Weiss
Executive

AM/lp
Encl.

ADMINISTRATIVE FILE
American Trucking Association

MATHESON, DIXON & BIENEMAN
ATTORNEYS AT LAW
8180 GUARDIAN BUILDING
DETROIT 22, MICHIGAN

CARNEY D. MATHESON
ROBERT S. DIXON
WALTER N. BIENEMAN
ALBERT B. MATHESON
JOHN M. VEALE
J. GERALD WETZEL
ROBERT A. PARR
LARRY J. SCHULLEN
EUGENE C. EWALD
ROBERT D. SCHULER

WOODWARD 2-8590

December 12, 1960

WASHINGTON OFFICES
801 PERPETUAL BUILDING
1111 E STREET, N. W.
WASHINGTON 4, D. C.
METROPOLITAN 8-0171

LANSING OFFICES
808 BANK OF LANSING BUILDING
IVANHOE 8-0883

JOSEPH LAVEY
OF COUNSEL

C
O
P
Y

Mr. Abraham Weiss
Economist
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Mr. Weiss:

Sometime ago I promised you a copy of the recommendations proposed by the Automobile Transporters in the matter of size and weights, and so forth. I apologize for the delay, but I am enclosing a copy of a letter from Mr. Rootel, Chairman of the American Trucking Association, and the statement of truck size and weights proposed by the automobile haulers and presented to the American Association of State Highway Officials through the American Trucking Association which are self-explanatory. We would appreciate the cooperation of the International on these recommendations and if at any time there is a particular problem which you would like to discuss with members of our industry, please advise and I will arrange an immediate conference.

Sincerely,

MATHESON, DIXON & BIENEMAN

Carney D. Matheson

Carney D. Matheson

Encl.

CDM:ah

cc: Mr. S. Portwine
Mr. J. R. Hefke

ADMINISTRATIVE FILE
*American Trucking
Association*
X

November 7, 1960

American Trucking Association
1424 - 16th Street, N.W.
Washington, D. C.

Attn: Public Relations Dept.

Gentlemen:

Enclosed you will find a request for information from
Mr. Di'll Keta dated October 31, 1960. This request is being
sent to you for your handling.

Very truly yours,

Abram Keta
Economist

AM/lp
Encl.

C
O
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ADMINISTRATIVE FILE

American Trucking Association
6/13/60
DATE

Office of the General President

To: Mr. Enright

From: H. J. Gibbons

Please make a check in the amount of \$40.00 made payable to the American Trucking Association. This money is to be used as registration fee for the attendance by Al Weiss at the 10th annual forum on trucking industrial relations of the American Trucking Association.

H. J. Gibbons
Executive Assistant to the
General President

HJG/yk

Mr. W --
Art Crouch advised that your registration fee
is being sent today.
lp
6/14/60

Office of the General President
To: Mr. Weiss
From: H. J. Gibbons

This will authorize your attendance at the 10th annual forum on trucking industrial relations which is being held in Cincinnati June 28 to the 30th.

H. J. Gibbons
H. J. Gibbons
Executive Assistant to the
General President

HJG/yk

file 6/13/60
DATE

Office of the General President

To: Mr. Weiss

From: H. J. Gibbons

HEADQUARTERS

[Signature]

6/13/60

DATE

This will authorize your attendance at the 10th annual forum on trucking industrial relations which is being held in Cincinnati June 28 to the 30th.

H. J. Gibbons
Executive Assistant to the
General President

HJG/yk

Office of the General President

To: Mr. Weiss

From: F. J. Bartosic

The attached is for your

ADMINISTRATIVE FILE

asa

x

June 9, 1960

x

DATE

information.

F. J. Bartosic
F. J. Bartosic
House Counsel

Cincinnati, Ohio

June 28-29-30, 1960

INDUSTRIAL RELATIONS COMMITTEE
Sponsored by
American Trucking Association, Inc.

Theme of the tenth annual forum on trucking industrial relations

TRUCKING INDUSTRIAL RELATIONS & THE LAW



7-1106
T.M. 21
6-11-60

Netherland Hilton Hotel
Cincinnati, Ohio
June 28-30, 1960

Make your hotel reservations at the
Netherland Hilton Hotel, Cincinnati,
Ohio.
June 28-30, 1960
To assure choice accommodations,
tell them you will be attending the
ATA FORUM

AT THE SAME TIME

Name _____
Company _____
Address _____
City & State _____

Register me for THE TENTH ANNUAL NATIONAL FORUM ON TRUCKING
INDUSTRIAL RELATIONS, June 28-30, at The Netherland Hilton Hotel,
Cincinnati, Ohio.
I will need _____ registrations at \$40.00 each (includes two luncheons,
cocktails and banquet, copy of Proceedings).
I will need _____ ladies registrations at \$15.00 each (includes programmed
activities, and cocktails and banquet).
Check Enclosed _____ Bill me _____

To Mr. Benjamin R. Miller, Director
ATA's Industrial Relations Department
1424 16th Street, N.W.
Washington 6, D. C.

ADVANCE REGISTRATION

Come to - THE 10th ANNUAL NATIONAL FORUM
ON TRUCKING INDUSTRIAL RELATIONS

1960 Theme: "Trucking Industrial Relations
and the Law-Some Practical Approaches."

Cincinnati, Ohio
Netherland Hilton Hotel

FORUM TOPICS

June 28-29-30, 1960
Tuesday, Wednesday, Thursday.

Boycotts and Hot Cargo - Speaker is A. O. Buck, Attorney, Nashville, Tennessee, discussing: Background of the law, Types of Secondary Boycotts, The loopholes, Remedies in the new law, Are new loopholes appearing? Case illustrations, Practical steps and solutions, What is hot cargo? Is it dead?

Jurisdictional Disputes - When are they lawful? Common causes, Splitting runs, Job assignments, I.L.A. vs. I.B.T., Retail Clerks vs. I.B.T., Disputes between Teamster Locals.

Picket lines and their observance - What is picketing? What does the new law say about it? Lawful and unlawful picketing, Common Carrier obligation, Driver discipline for not crossing, Use of supervisors.

The Injunctive Processes - The underlying laws - Norris Laguardia, various state acts, NLRB mandatory and discretionary injunctions, How to proceed, The practical application, Breach of contract, Temporary orders.

Current Developments in the NLRB - Luncheon
Speaker Stuart Rothman - General Counsel,
National Labor Relations Board, Washington,
D. C.

Seniority - What happens to seniority in a change of operators, In mergers, What about vacation, welfare and pension rights? How many and what kind of boards, Seniority by company or by terminal, Leaves of absence, Promotion and demotion, Leaving the bargaining unit.

Owner Operators - What is an Owner Operator? Problems of Definition, Contracting and Subcontracting, Speaker is Attorney Herman E. Rabe, Akron, Ohio.

Hiring Halls - unloading fees, and extortionate picketing, Brown - Olds remedy, The employer's right to select his employees, Practical considerations, What is lawful delegation to the Union? The new law on unloading fees, Unloading fees and contracts, Extortionate picketing, Practical remedies.

So a Union is organizing your office workers?
Rights and responsibilities of the employer, Free Speech, Coercion and Promise of Benefit, Who is in the unit? Private elections, NLRB elections and the new law, Decertification, Ably discussed by John T. Grigsby, Attorney, Richmond, Virginia.

Your rights in strikes and lockouts; Damage suits, strikes against one, declaratory judgments, breach of agreement.

Conforming with the Wage-Hour Law - Labor Department viewpoints and industry views, Motor Carrier Act Exemption, White collar exemption.

ATA's important Industrial Relations Committee opens its informative sessions to the public, Drop in and listen as an interested observer.

Are you required to report to the Labor Department? Sol Rubenstein of Albany, New York ably discusses: Management Reports, Health and Welfare Fund reports; consultant reporting, Association reporting, Bonding.

Workshop - What else should Trucking Managers know about Labor Law? FEPC Laws, Unemployment Compensation, Workmens Compensation, Licensing Laws, Right to Work.

The Forum closes with cocktails, and banquet on Thursday evening, June 30. All registrants and their wives are invited.

These are practical sessions - dealing in the bread and butter issues. Come and take part, Speakers, panels, question and answer sessions, workshop.

Registration fee: \$40.00
Includes: Admission to all sessions, two lunches, cocktails and banquet, bound volume of the Proceedings.

Special, Ladies Program.
Forum ladies have planned visits to nearby points of interest, Activities include entertainment, cocktails and banquet, Ladies registration, \$15.00

Use the registration blank on the reverse side. Register now. Refunds are allowable through Friday, June 24. Make hotel reservations directly with the Netherland Hilton, Cincinnati, Ohio - advise them you will attend the ATA Forum.

TRUCK LOBBY STIRS FLOOD OF TAX PROTESTS

House Committee Mem-
bers Get Many Let-
ters as Result of 'Ur-
gent Bulletin'

By RAYMOND P. BRANDT
Chief Washington Correspondent
of the Post-Dispatch

WASHINGTON, March 18—A dramatic example of what President Kennedy called "important and powerful and well-organized interest groups" operating in his legislative program is the flood of letters to members of the House Ways and Means Committee inspired by an "urgent bulletin" telegram sent out by the American Trucking Association, Inc.

The truck lobby is fighting the Administration proposal to increase motor fuel and tire taxes to keep the federal highway program on schedule. Along with the truckers are the International Brotherhood of Teamsters and many oil and gasoline dealers.

On March 8, the Trucking Association headquarters sent to 18 to 20 large trucking companies a 120-word telegram beginning "Urgent Bulletin. Please cooperate by relaying this entire message by system communication throughout your area to bring it to the attention of every truck operator you can reach."

Anti-Tax Battle

The telegram said the A.T.A. executive committee was asking for 100,000 trucking industry "bulletins" against the White House proposal. It said would add two cents a gallon to present tax and could have wiped out profits before taxes of all Class I and Class II motor carriers "carried out last year."

The telegram suggested a message for immediate dissemination by company teletype circuit or private line to all employees and trucking firms in the area.

Then followed a list of the Ways and Means Committee members. The telegram ended: "If a Congressman from your state is on this committee, ad-

dress him directly, otherwise address the chairman. Send letters or telegrams to 'The Honorable (name) House of Representatives, Washington 25, D.C.' Tell him in your own words what this means to your job, your company and your industry. Your opinion is important and will be given consideration but do it immediately."

Representatives Frank M. Karsten (Dem.), St. Louis, and Thomas B. Curtis (Rep.), Webster Groves, are members of this committee. Curtis told the Post-Dispatch he had received 4000 letters this week from truckers, oil dealers and teamsters, of which 2000 were delivered Monday. He said about half were from the St. Louis area, the rest from outstate Missouri. It was, he said, the largest batch of mail he had received on any single issue.

Karsten said he had received about 400 letters from these sources on Monday and that they had since been coming in at the rate of 300 to 400 a day. As yet, he said, they have not reached the total of about 10,000 received in 1954, mostly from business men, supporting the Landrum-Griffin labor relations bill.

The total sent to the committee, usually addressed to Chairman Wilbur D. Mills of Arkansas, was estimated at 17,000 to 18,000 letters, most of which arrived Monday, the day before the public hearings on the highway bill opened. They are now running 400 to 700 a day, a committee official said.

Karsten and Curtis said many of the typewritten letters had copied verbatim the information contained in the association's telegram. Others in which they paid more attention were handwritten. The Missouri Representatives were most impressed by those which broke down the costs of individual companies.

The Ways and Means Committee officials were not greatly impressed by the inflow of letters and "ditto cards." One said it was the same letter repeated 17,000 times and obviously was copied by the A.T.A. telegram.

A Trucking Association spokesman said the telegram had been sent only to the large trucking corporations owning teletype systems or private lines. He said he had a report on the number of letters sent to the committee members. His explanation was that the bulk of the letters could have been prompted by the state associations which make up the national organization. He said the message had not been sent to the state associations unless they were of the oil dealers.

ADMINISTRATIVE FILE

Q. T. A.

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Press Intelligence, Inc.
WASHINGTON 1, D. C.

ST. LOUIS (Mo.)
POST-DISPATCH

Circ. e. 414,437
S. 580,541

Front Page
Edit Page
Other Page

Date: MAR 18 1961

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McCarthy

THE MILWAUKEE JOURNAL

March 3, 1961

Union Truckers Argue Arbitration

Teamsters' Company Views Presented in Public Debate on Compulsory Plan

A striking association case which has drawn the wrath of Teamster President James R. Hoffa was thrashed out publicly Thursday by leading figures in the association and the union.

C. J. Williams, president of Milwaukee Transit Co. and former president of the American Trucking association, and David Previant, a leading teamster attorney, clashed in a debate which drew a large contingent of Wisconsin trucking operators to the monthly meeting of the Wisconsin chapter of the industrial relations research association.

The debate, held at the University of Wisconsin-Milwaukee, also was attended by federal mediators, labor attorneys and at least one circuit court judge.

Calls Group Powerless
Williams defended the proposal of the truckers to provide for compulsory arbitration of all future contract and grievance negotiations with the teamsters. He claimed that truckers were powerless before the 1.7 million labor group in negotiations and that the teamsters virtually could write their own provisions into the contract.

Previant charged that the proposal would destroy collective bargaining and, ultimately, industrial democracy.

When both sides know that the government is standing by to lay down the terms of a con-



Williams Previant

tract, he argued, neither will bargain seriously.

The further implication of the trucker proposal—that the strike be eliminated as a last resort weapon in negotiations—was supported by Williams as a move toward industrial peace.

What's wrong with heading off warfare before people get hurt?

Previant argued that the threat of an employee strike, or an employer lockout, was the

best way to insure that both sides would work toward an agreement.

"The only way we have of maintaining industrial peace," Previant said, "grows out of the right of the parties to engage in industrial warfare. It is a deterrent, and a controlling power and an economic pressure that gets the parties together."

Argument Rejected

Williams argued that the public suffered because of the strike threat, and that price regulation of the trucking industry put the industry in a position of not being able to control its biggest cost factor of labor, nor its prices.

"The trucking industry," he said, "is in the position of the individual, unorganized worker."

Previant rejected Williams' argument that strikes endangered the public interest.

"We have heard this parade

of horrors for years," he said.

"Yet we have survived strikes which, it was predicted, would bring our society to its knees. No one did it, and not one can do it."

Williams reportedly was a prime mover in the Wisconsin Trucking association proposal for compulsory arbitration which was passed on to and adopted by the national organization.

Thursday's debate was taken down verbatim by a court reporter, at Williams' order.

Press Intelligence, Inc.
WASHINGTON, D. C.

Front Page	Editorial Page	Other Page

NEW YORK, N.Y.
TIMES

H. 614,169
S. 1,254,635

FEB 13 1961

Hoffa vs. Arbitration

The case for compulsory arbitration in labor disputes must have been given a boost with the public by the resound opposition to it of Teamsters President Hoffa—especially by the way he expressed it the other day. Also the occasion for his opposition was most unusual. Compulsory arbitration has found little support to date in management circles—nor do we favor it except as a last resort and as one of alternative ways to settle labor disputes that threaten disruption of essential services. Now, however, the American Trucking Association, nation-wide organization of trucking employers, has come out in its favor, acting on a resolution from its affiliated association in Wisconsin.

The Wisconsin resolution points out that the cost of labor is trucking's largest item of expense. That alone "has assured the dominant role in negotiations of the truckers," and, because of the importance of motor transportation, "it is in the public interest that neither labor nor management be in a position to injure the general public by selfish and unwarranted actions." The resolution calls for legislation to permit the Federal Government to appoint impartial panels to settle disputes in the industry.

When Mr. Hoffa heard of this he is reported to have said publicly that the truck operators want no outside decisions in such matters, any more than he does, that there will be "war" from

now on over the matter and that the A. T. A. policy would be revoked—"you wait and see." The Associated Press reported that Mr. Hoffa had "called the A. T. A. executive and told him to call a new meeting of his executive committee to reverse the decision." It will be interesting to see how well the order is obeyed.

Press Intelligence, Inc.

WASHINGTON, D. C.

Text	Size	Color
Font	Point	Size

CLEVELAND, OHIO
PLAIN DEALER

S. 502,579
S. 501,328

FEB 5 1961

A Drastic Request

The trucking industry is asking for compulsory arbitration, through congressional action, of its labor contracts. Thus it goes a step beyond most other industries and unions which have appealed to the federal government for mediation or fact finding boards to settle disputes.

Decisions of such boards usually are not binding on either labor or management; for example, findings of the President's commission to settle long-ratting differences in the railroad industry may or may not be accepted. The nation's truckers, however, seem ready to put contract dealings with the Teamsters Union into a framework of government regulations. Cynically but perhaps in truth, the truckers say that the government already decides routes and rates for the truckers so it might as well decide labor cost which is the largest expense item in the business.

Undoubtedly the truckers are tired of haggling with James R. Hoffa, the Teamsters' chief, whose union won a big new contract recently in Wisconsin. Whether or not this exasperation is worth the virtual surrender of the operation of the industry to government control is debatable. Not all truckers in the national association are in favor of the compulsory arbitration proposal.

Such a process, it is feared by many serious students of government-industry relationship, can lead only to control of prices and eventually to a completely controlled government economy such as exists in totalitarian nations. Hoffa himself has spoken out in the past against compulsory arbitration.

When an industry as large as the truckers, however, feels compelled to seek government intervention in its personal business dealings, the situation must be severe. Perhaps if Hoffa and friends had been more reasonable in the past he wouldn't be faced with the federal control which he, and others, fear today.

Press Intelligence, Inc.
WASHINGTON, D. C.

Head Office Other
Page Page Page

COLUMBUS, OHIO
TIMES

N. 31,564

EB 4 1965

Truck Stop

WITH VIRTUALLY every phase of their management regulated by some government agency or other, the nation's truckers want to surrender all that's left of their private enterprise—labor costs—to compulsory arbitration. The reason is their labor costs also are controlled by Jimmy Hoffa and his Teamsters Union. The truckers figure they couldn't be any worse off, and might possibly get a break now and then, if government took over their labor negotiations, too.

In desperation more than anything else, the American Trucking Association is going to ask Congress for legislation to provide for federal panels to settle grievances and make compulsory collective bargaining recommendations. The association notes that either the federal or state governments already control trucking rates and routes but "there is no means of regulating the ingredients that spiral the rate to be charged by the regulated carrier." The largest item in the trucking industry is labor cost and in figuring that, the association said, "labor has assumed the dominant role." That was demonstrated clearly in the recent Midwestern contract negotiated by the Teamsters Union and which probably will become a national pattern.

Mr. Hoffa, of course, is dead set against compulsory arbitration. He plausibly argues it eventually would lead to control of prices and a controlled economy. And in that, for once, Mr. Hoffa is right. But that's not why he's against compulsory arbitration in the trucking industry. Unlike the truckers, he couldn't have it any better than he does under the present set-up, and might possibly not get his own way every time from some government arbitrator.

Compulsory arbitration is not the answer. It would be far better if Jimmy Hoffa and his Teamsters Union were subject to the same degree of regulation and control that the trucking industry is, and then they could bargain as equals.

Press Intelligence, Inc.
WASHINGTON 1, D. C.

YORK (Pa.)
DISPATCH

Circ.: a. 34,333

Front Page Side Page Other Page

FEB 4 1961
Date:

Compulsory Arbitration

One of the most powerful unions in the United States—in terms of membership and ability to cripple the freight—the Teamsters, led by James R. Hoffa.

It has been alleged the Teamsters are so powerful that the union could constitute a threat to public welfare by curtailing the flow of food supplies throughout the nation.

Not to advocate government regulation of any union is to open the way for industrial sabotage in others. That would mean, of course, government intervention in contract negotiations.

Nobody particularly wants government to assume a bigger role in labor-management relations. However, with such strike—primarily those in vital industries—the shadow of Uncle Sam looms larger and larger.

As for Hoffa's Teamsters, the road to future freedom from government and control may lie in the proposal of the American Trucking Association for compulsory arbitration of the industry's labor problems.

Right all the time, however, Hoffa was up to arms over the proposal. Hoffa's front "attitude" to make decisions.

It is true that under Hoffa the Teamsters have earned big wage gains.

But the union's membership, which includes over 1,000 York codifiers, should consider whether Hoffa in this position isn't leading them up a dark road.

Press Intelligence, Inc.
WASHINGTON, D. C.
From Page 442 Other Page
KNOXVILLE, TENN.
JOURNAL
H. 66,773

ADMINISTRATIVE FILE
Q 30
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X

FEB 3 1961

Truckers Being Repaid For Going Along With Hoffa In First Place

James R. Hoffa, head of the nation's biggest union, is downright outraged because the American Trucking Association is trying to initiate legislation in Congress which would require that in disputes over wages, grievances and other labor problems, compulsory arbitration would be enforced if so-called collective bargaining failed.

Now will find it difficult to understand Mr. Hoffa's indignation because the other side of national unions, he has felt all along and feels now that he is entitled to more power than that of the federal government.

We are not so sympathetic with the trucking industry itself in its final decision to try to do something about Hoffa and his clutch on this particular part of the nation's transportation system. For a good many years now, truckers have played footsie with Hoffa on the theory that by in effect going into business with him transportation costs could endlessly be passed on to the public.

Now the truckers recognize that they are in danger of pricing themselves out of a big share of the transportation market and are screaming for the government to act.

Of course, the trucking association is right about this principle of compulsory arbitration. As we have contended here for a long time, every utility, whether publicly or privately owned, should be denied the right to strike and forced instead to submit labor disputes to binding arbitration. Disputants in labor controversies have a right to strike against each other, but they have no right to strike against the public.

Press Intelligence, Inc.
WASHINGTON 1, D. C.

ASHEVILLE (N.C.)
CITIZEN

Circ.: 37,057
\$ 55,154

Front Page
1st Page
Other Page
Date: FEB 2 1961

Trucking Heads Concede A Fact

The American Trucking Association's endorsement of compulsory arbitration at lower rates affecting the industry is, in a word, ~~unpopular~~. But, as a recognition of the realities, it is a significant—and we think promising—move.

Jim Hoffa's control of the Teamsters Union, to which the truck drivers belong, is absolute, dominating, and apparently unbreakable. He can, with a nod or a sneer, halt completely the flow of trucking traffic throughout the nation. There can be little doubt he would do so without remorse or hesitation, to achieve his selfish ends.

In the face of such a stronghold, the trucking firms are helpless. They

must bow to whatever wage demands Hoffa submits, or face a crippling ~~strikes~~ ^{lockout}. In many cases, ~~strikes~~ ^{lockouts} are crippling.

The public is helpless too. With no voice in the negotiations, the public must pay the price of soaring freight costs or invite the national disaster of a truckers' strike.

In such a situation—in labor disputes involving Big Business and Big Unions that directly affect the general public welfare—we see no reasonable alternative to compulsory arbitration.

The Hoffas before the court that ~~reasonable~~ ^{reasonable} ~~factor~~ ^{factor} would fashion, but the Hoffas are forcing the Congress to drastic action.

Press Intelligence, Inc.
WASHINGTON 1, D. C.

CASPER (Wyo.)
TRIBUNE HERALD

Circ.: a. 14,392
S. 17,526

Print Page
Tele Page
Other Page

DATE 7/1961

No Answer

The American Trucking Association has announced support in principle of a resolution from its affiliated Wisconsin Motor Carriers Association, asking upon Congress to impose compulsory arbitration on the industry's labor relations.

The national and state governments already control most elements of their business, including rates and routes, and that the remaining single element, labor costs, is left open.

But that is another way of saying that there is no freedom left in collective bargaining, that Teamsters Union's James H. Hoffa is calling the shots. The truckers seem to think they might get a better break from government.

Compulsory arbitration offers an answer in that it is to negotiate bargaining. So long as the final award is made by an arbitrator, there is no disposition on the part of either side to concede much of anything at the bargaining table.

The problem actually is the breakdown of collective bargaining in industries organized industry-wide.

It is a problem arising out of the monopoly power vested in labor unions, which are not required to live by the laws which apply to all other groups in the population.

Through concerted action, labor can shut down whole industries—steel, automobiles, transportation—relying on assault on the public welfare to force compliance with its demands. Thereby selected industries can be victimized, as the truckers evidently think they are being victimized.

The remedy, however, is to curb the monopoly powers of labor.

MILWAUKEE (Wisc.)
SENTINEL

Circ.: m. 185,684
S. 223,351

Front Page
Date: FEB 2 1961

ADMINISTRATIVE FILE
American Trucking
Association

Hoffa Flatly Vetoes Truck Arbitration

A Wisconsin-inspired call by R. Hoffa into a declaration of war on the American Trucking Assn. for compulsory arbitration of labor problems Wednesday stung Teamster Chief James

then are for it," predicted the ATA policy would be revoked, and claimed "leading Wisconsin truck operators" he had called knew nothing about a resolution from the Wisconsin Motor Carriers Assn. which stimulated the ATA executive committee to act Tuesday.

A WMCA spokesman said, however, that the arbitration resolution was brought up two months ago, and notice given to all members of the association, which he said represents about 175 trucking firms, or 95% of the industry in the state.

An executive committee meeting in Madison two weeks ago weighed pros and cons submitted in letters from members and then unanimously rejected the resolution, calling on ATA to push legislation in Congress reversing any quantum of wages, grievances or other labor problems to be submitted to binding arbitration or the decision of outside neutrals.

During the Washington interview with an Associated Press reporter, Hoffa called up John Lawrence, ATA executive, and told him to call a new ATA executive committee meeting to reverse the arbitration decision.

"From now on we're going to have a war, that's all," Hoffa told Lawrence. "Don't call us for support any more when you have industry problems."

Hoffa criticized the inability of trucking employers to present a united front in bargaining as the Teamsters do.

The WMCA spokesman pointed out such a united front is impossible because of the widely varying functions and interests of trucking firms. The Teamsters have successfully played one segment of the industry against another, he said.

Press Intelligence, Inc.
WASHINGTON 100

CINCINNATI (O.)
POST & TIMES-STAR
Circ.: e. 267,672

Front Page
Date: JUN 20 1968

ADMIN. FILE
American Trucking
Association
X

Today's Business



Trucking Unaffected By Teamsters' Woes

BY JAMES FELDMAN

(William J. Curtis is on vacation.)
Internal troubles of the Teamsters Union and the difficulties with the AFL-CIO have not had any great effect on the trucking industry or its bargaining relations, says William M. Frantz, president of the American Trucking Association.

Frantz, a Terre Haute, Ind., truck company executive, is here for the ATA's national forum on truck industry industrial relations at the Netherland Hilton which ends tomorrow.

"In general, our labor relations have been good," Frantz said.

"The union's internal problems are its own business, just as industry problems are our business."

Frantz pointed out that "as a service industry we need an atmosphere of mutual employer — employee understanding and support more than any other type of business in America."

The truckers, said Frantz, have steered clear of industry-wide bargaining on a national scale. Negotiations usually are on a local or regional basis.

"The ATA doesn't direct negotiations, and it doesn't intend to," said Frantz. "I don't see any

tendency toward industry negotiations."

Malcolm L. Denise, vice president in charge of labor relations for the Ford Motor Co., told the truckers the big danger in industry-wide negotiations is that a large scale dispute, like the recent steel strike, could lead to government control of bargaining.

"When you have a real big dispute, like steel," he said, "there is heavy public pressure for settlement by any means. When government steps in, there is the danger of price control and wage control."

Denise said that "union-management type bargaining, where a few industry executives deal with the heads of a powerful union, is dangerous because it tends to present a picture of a few management people carving up profits at the expense of the public."

He expressed belief that AFL-CIO leaders deliberately encourage this type of situation so that any threat

to union power would also become a threat to industry.

"One way to avoid it would be to do away with industry-wide bargaining," he declared.

William J. Curtis, a Washington attorney, told the meeting that Teamster expulsion from the AFL-CIO has not resulted in all-out raiding by the union on jurisdiction of other unions.

"In fact," he said, "the restraint of AFL-CIO officials and the Teamsters in this respect has been remarkable."

Biggest jurisdictional problems in the trucking industry, he said, come from one Teamster local competing against another, and these usually are solved by appeal to some central authority within the Teamsters.

Curtis said it is "a little-known but important fact that the Teamsters Union has historically been willing to allow an employer to submit a grievance on his position in the jurisdictional dispute."

Highlights

The May Laundry Appliance Division has opened a regional sales office at 409 Lock Street. . . . Francis J. O'Leary and Robert Stalard, Cincinnati representatives of the Indianapolis Life Insurance Co., have received the National Quality Award of the National Association of Life Underwriters and the Life Insurance Agency Management Association. . . . Tranter Dictograph Distributors, Mariemont, has been appointed Cincinnati area distributor for the Communications division of Dictograph Products Inc. . . . Irwin M. Klein of the Klein Collection Agency is attending the American Collectors Association convention in St. Louis. . . . The Oakley Building & Loan Co. is holding its annual picnic today at Newtown.

ADMINISTRATIVE FILE

American Trucking Association

Rules of the Road 1

Truck Lines Aim to Cut Featherbedding, Bar Loss of Freight Traffic

Lines Pay for Phantom Miles, Surplus Men; Truck Rates Up as Rail Fees Level Off

Premium Pay for a Bus Ride

By ALFRED L. MALONE
Staff Reporter of The Wall Street Journal
CHICAGO—Several days ago a truck hauled 15 shiny new washing machines from Chicago to Milwaukee, dropped them off, picked up a shipment of machine tools and returned to Chicago. The 176-mile round trip took about six hours, but the driver was paid for nine hours of work.

Although the Chicago to Albuquerque, N. Mex. run was shortened by 43 miles a year ago, Navajo Freight Lines, Inc., still pays drivers on a mileage scale based on the longer route. For five more years, the Denver-headquartered trucking company is bound by union contract to pay its drivers for miles not actually driven on the 1,000-mile run.

Four duck warblers timed each trailer pulling into the Union City, N.J., terminal of a cross-country trucking line. A "checker" counted the freight as it's unloaded, a "hooker" handles the cargo inside the van and a "wheelie" carts it to a storage area where a "stacker" stacks it. "We could do the whole job with two men," grumbles the company's president, "but the union (the International Longshoremen's Association) won't let us."

Growing Concern—Practices such as these are causing growing concern to the nation's truck operators. They are already smarting from the railroads' campaign to regain traffic through rate cuts. This pressure will be heightened still more if the railroads succeed in a current attempt to curb what they call "featherbedding"—practices similar in many ways to those worrying the truck lines. Many truckers will either have to reduce costs or lose business.

"It's a safe bet featherbedding will be a major issue in negotiations with the Teamsters," predicts Benjamin R. Miller, industrial relations director for the American Trucking Associations, Inc., a Washington-based trade group representing 50 state trucking associations. All 28 of the trucking industry's major contracts with James R. Hoffa's powerful International Brotherhood of Teamsters expire within the next 12 months. The first to expire will be the agreement covering metropolitan New York and New Jersey. It ends August 31, with negotiations on a new pact slated to begin in June.

The majority of American motor carriers interviewed by The Wall Street Journal are expressing growing anxiety over restrictive work rules and "unnecessary" labor costs. "We have drivers working 88 hours a week and getting paid for 88," complains Arthur McCus, vice president and secretary of Admiral Transit, Inc., a St. Paul-based trucking company. "We've lived with this problem for some time," says the official, "but repeated wage and cost-of-living increases are forcing it to the critical stage."

Many Drivers Earn Over \$11,000

There's little doubt that labor costs have been eating up an increasing share of trucker revenues. The A.T.A. estimates labor expenses consumed 54% of the industry's gross revenue in 1958 (the latest year for which figures are available), up from 48% a decade earlier. Today's successful truck driver often earns as much as a railroad engineer—more than \$20,000 annually—though he's generally a good deal younger. "We're paying at least a dozen of our drivers over \$12,000 a year," states one trucking official.

Higher labor costs have helped push truck rates steadily upward. For example, truck load rates in the 13-state central motor freight area, one of the 11 areas in the U.S. for which truck rates are separately figured, have been boosted four times in the past nine years—10% in 1951, 9% in 1956, 7% in 1957 and 5% in 1958. Recent wage increases will force another boost within a few months, predicts Daniel Ryan, general manager of the Central States Motor Freight Bureau, Inc., the area's rate-making body.

Climbing truck rates, at a time when rail rates generally are leveling off or declining, are costing truckers business. Admiral's Mr. McCus, for instance, says, "We've lost a substantial amount of tonnage to railroads and unsaturated, non-union, private truckers" in recent months.

Despite some gains, many truckers feel that not enough headway has been made in stamping out featherbedding practices. "Over all, there's probably just as much featherbedding in trucking today as there was five or six years ago," comments W. Leo Murphy, chairman of Gateway Transportation Co., a Los Crows, Wis., trucking concern.

A Major Source of Irritation

The nine hours pay the truck driver received for the six hours it took him to haul the washing machines and machine tools between Chicago and Milwaukee points up the major source of irritation for many motor carriers—the so-called "minimum mileage guarantee." "I'd say over half my featherbedding costs stem from minimum guarantees," declares the frustrated owner of the line making this particular Milwaukee run.

For a closer look at how such guarantees work, inspect the central states over-the-road motor freight agreement. Drawn up between the Teamsters and truckers operating in the 13-state central area, the contract covers some 201,000 workers and 4,000 companies, and is by far the most important of the 88 major Teamster pacts, according to A.T.A. officials.

The central states contract states, for example, that drivers shall be guaranteed eight hours' pay on round trips, or "turn-around," between 120 and 160 miles. Thus, a driver making a turn-around between Chicago and Milwaukee—about six hours' work—is guaranteed eight hours' wages. Few truckers dispute a driver's right to an eight-hour minimum guarantee. What rankles them is that each guarantee, according to the contract, are "for

Please Turn to Page 20, Column 2

Continued From First Page

...driven only. Drivers must be paid additional wages for work performed after dark, during the night, or during the weekend. On a Chicago-Milwaukee run-around, for example, drivers receive an extra hour's wages for time consumed switching trailers—a half hour per trailer.

"We're Sure Sorry Now"

Truckers claim "miles driven only" clauses kept the most area contracts about a dozen years ago. "It didn't seem too important at the time," recalls one Midwest truck company official. "But we're sure sorry now." Because of the clause, he reckons, his company's drivers receive some 4,000 hours' wages each month—more than \$15,000—they wouldn't otherwise need. The official estimates the \$15,000 represents about 12% of his monthly wage bill for drivers.

The central states contract, which Mr. Hoffa himself negotiated, also provides additional guarantees for so-called "multiple leg" runs. Should a Chicago-Milwaukee round trip, for instance, be extended to include delivery and pickup of a trailer in Racine, Wis., 20 miles south of Milwaukee, en route to Chicago, an additional three hours' pay—at a slightly reduced scale—must be added to the basic eight-hour guarantee. In addition, a half hour's wages for switching trailers in Racine must also be added to. Altogether, the driver must be paid for 12½ hours' work, though such a trip normally consumes only about seven hours.

Guarantees vary or nothing in area. For instance, drivers operating under the Teamsters' New England freight agreement, which covers Massachusetts, Rhode Island and Connecticut, through a complicated "trip rate" formula receive about an hour's pay for each 20 miles driven.

That was all right years ago, when trucks were slow and roads weren't as good," guesses a trucking executive with several New England runs. "It just doesn't make sense any more, however." The A.T.A. Mr. Miller reports truck drivers operating in New England, because of trip rates, often collect over \$4 so fast.

The shortening of a route, such as from Chicago to Albuquerque, often allows additional featherbedding to creep in, many truckers complain. "What good are new roads if we have to go right on paying for the old routes and routes?" asks the head of a Chicago-based motor carrier. To be sure, few routes have been shortened recently by as much as New York's Chicago-Albuquerque run. Nonetheless, one disgruntled trucker says, "Just take a few miles off a few runs and it comes to a lot of extra money."

More Than \$4,000 a Year

"Though we're only paying for 10 fictitious miles right now, we're shelling out more than \$4,000 a year for distance our men don't actually drive," says an official of E-Mac Transport Co., Inc., a St. Louis-based line. Moreover, the official states, E-Mac's payments for "excess" mileage will soon become even greater. The line's main route from St. Louis to Tulsa, a 400-mile run at present, will be whittled down during the next three years to 300 miles under Federal highway plans. "We won't be paying to pay this sort of thing," says the executive grimly.

FROM featherbedding isn't limited to the highway, motor carriers claim. Rigid classification rules in some terminals, such as at Kansas City, add to make-work costs. "We've got eight men doing what four used to do in our terminal," claims W. R. Pinn, president of a North Kansas City, Mo., truck line hauling bus seats. The firm has 18 terminals scattered from Denver to the West Coast. "When I paid my terminal employees 40 cents an hour in the old days, they handled 4,000 pounds an hour; today, I'm paying \$3.75 an hour and they're only handling 1,000 pounds." The executive adds that rising labor costs have been largely responsible for the line's closing down of "about 600 terminals in the last two years."

Spending hundreds of thousands from one job to another during the day, even if just for a brief time, can be very costly, truckers contend. "If we make a dock head in spot trailers for an hour at our Chicago terminal, we end up paying high spotters' wages for the whole eight-hour day," reports Guy D. Cooper, president of Cooper-Jarrett, Inc., the Chicago-based line which operated some 21 million miles in 1954. Mr. Cooper holds the basic pay of yard "spotters" in Chicago at \$2.50 an hour, 24 cents more than the rate of a terminal of the same terminal. Spotters direct traffic to the proper spots for loading or unloading.

Outdated mileage guarantees and other moving arrangements that let truckers are covered by "maintenance of standard" clauses which begin to show up in Teamster contracts in the late 1940's, many officials report. Under Article 6 of the central states pact, for example, employers agree "that all conditions of employment . . . shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement."

"Article 6 is the simplest word in the central states territory," declares Mr. Cooper. "We started out paying one of our dock heads 50 cents over scale 10 years ago, and we're now paying him 25 cents over scale for the rest of his life under Article 6, no matter how many pay raises he gets."

The bundle of different labor contracts in the trucking industry, truckers assert, has spawned a variety of featherbedding practices, which vary not only from area to area, but often between companies. A Minnesota-based truck line reckons its drivers' payroll is \$3,700 more per month than that of a competitor covering the same mileage. "Many years ago, we made the mistake of giving our drivers an extra half hour's pay on each run to check equipment," explains a company official. "Now, under Article 6, we're stuck with it."

More Botherome Than Feels

Truckers say some types of featherbedding are more bothersome than others. For example, if a tractor breakdown occurs at Chicago on a run from Kansas City, Mo., to the Windy City, Henson Freight Lines, Inc., treats the two-man driver team to a bus ride back to Winston-Salem. "We also pay them at the single-driver mileage rate when they're riding the bus," says a Henson official. "That's about four cents a mile more than they're getting on the team rate, driving the truck in Chicago." The official reckons each driver would receive about \$30 base pay, plus travel costs, for "riding the bus" back to Winston-Salem. On the run to Chicago, he estimates, each driver collected base pay of about \$28.

One Midwest trucking company estimates limitations on the use of piggyback transportation are costing it about one load a week. Under its agreement with the Teamsters, the line has agreed not to use piggyback if any of its drivers haven't runs scheduled. "What really bothers us," says an official, "is that we can't use piggyback even if a tractor breaks down and the driver has nothing to drive. It's treated just as if we had a surplus of drivers."

Unlike the railroads, which have spent thousands of dollars purchasing featherbedding, most trucking areas are taking up their problem. "The teamsters carry a bigger stick than we do," says a trucker who wishes to remain anonymous.

Truckers also feel that perhaps more gains can be made at the bargaining table if the featherbedding issue isn't spotlighted in the press and elsewhere. "The railroads have really blundered by drawing a lot of attention to their featherbedding problems," says the head of a large Midwest trucking company. "Featherbedding has driven the rail brotherhoods into a position where they'll lose face with their members if they back down one inch."

Some truckers claim the go-slow policy has yielded results. Six years ago, Henson Freight would have been required to pay drivers in definitely for the 63 non-urgent miles on Chicago to Albuquerque runs. Now, however, one-sixth of the "watered" miles can be written off each year, so that at the end of six years drivers are only paid for the miles they really drive.

"We'd never have pushed the one-sixth rule through the Teamsters if we had harped on it," comments one trucking executive. "Now would the union leaders have been able to go back and tell their locals what a fine contract they'd made?"

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WALL STREET JOURNAL
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Page 1
Date FEB 24 1960

ADMINISTRATIVE FILE
American Trucking
Association
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Hoffa Could Call National Trucking Strike Next Year, But He Doesn't Expect To

By ROSS HORN
Staff Reporter of THE WALL STREET JOURNAL
MIAMI BEACH—James Hoffa's Teamsters Union will be in position next spring to stage its first nationwide trucking strike if it wants. This is possible because most Teamster contracts with truckers will expire at about the same time.

Meeting here with vice presidents of the union, Hoffa sought to minimize the likelihood of a stoppage that would halt both cross-country and local freight shipments by truck.

"I don't foresee any possibility of a national strike," Mr. Hoffa said. "We don't expect to make any fantastic demands that would create a strike."

Harold Gibbons, Teamsters vice president and top aide to Mr. Hoffa, rated the odds against a coast-to-coast truck stoppage at 100 to one or higher. But he did not rule out the possibility entirely.

Mr. Hoffa said he expects to put before the union's Executive Board today a detailed report covering cross-country and local trucking contracts all over the nation. The report will show, he said, that with few exceptions all these contracts will expire within a 90-day period starting next February 1.

The Teamsters Union intends to lump these various contracts with employers together and negotiate bargaining for a single national three-year contract, Mr. Hoffa said.

And Mr. Gibbons, who heads the union's National Warehouse division, said that by the time the renewal date for the new master contract comes up in 1964, warehouse contracts over the nation's major grocery and drug chains will be tied into the same nationwide bargaining.

Mr. Gibbons said these contracts will include such food chains as A&P, Kroger, and Safeway, and major drug concerns including McKesson & Robbins, Parke-Davis, and Rexall. Also included will be warehouses for Goodyear Tire & Rubber Co., Firestone, Goodrich, and U.S. Rubber.

Mr. Hoffa said the union's progress toward

national bargaining is surprising even to many top officials of the union. "On the plane coming down here Monday I made a chart showing just where we stand," the Teamsters chief said. "Some of the boys were surprised to see just how close we were to tying these master agreements together in a uniform national contract."

An estimated 800,000 Teamsters drivers and thousands of employers are covered by the present contracts Mr. Hoffa hopes to weld into a single national agreement. Not included are most home delivery drivers, such as milk and bread delivery men. The men who would be involved in any strike in the coming negotiations would be drivers for common carriers, both city-to-city and local for hire truckers.

Mr. Hoffa and other Teamsters officials advanced several reasons for their forecast a coast-to-coast strike will not result from the same kind of negotiations. Air and rail transportation, they note, could substitute for trucks and seriously damage the trucking industry. Secondly, a nationwide strike almost certainly would spur Congress to pass emergency legislation against the Teamsters Union.

Mr. Hoffa also has a theory that in a multi-employer drive, the union does not profit by closing down all the employers. If he is right, he believes, to close some and let their competitors operate, thus adding to the economic pressure on the struck employers to come to terms.

Just a month ago, Ben Miller, industrial relations director for the American Trucking Associations, urged much employers to consider buying strike insurance, or form mutual aid funds to help strike-bound members of the group. Mr. Hoffa, who called these suggestions "just a lot of noise," said he had been informed that the associations had rejected Mr. Miller's suggestions. The employer group indicated it would be willing to discuss national bargaining if the union wanted it, the Teamsters leader said.

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Front Edit Other
Page Page Page
Date: FEB 24 1960

HOFFA TO DEMAND NATION-WIDE PACT

Seeks Single Contract for
400,000 Truck Drivers—
Sees No Employer Fight

Special to The New York Times
BAL HARBOUR, Fla., Feb. 23—James R. Hoffa said today that he would demand a single national contract covering 400,000 local and long-distance truck drivers in negotiations with trucking employers next year.

The president of the giant

International Brotherhood of Teamsters said the way for a coast-to-coast pact would be cleared by the expiration in a ninety-day period beginning next Feb. 1 of all the chief regional agreements now in effect.

Mr. Hoffa made it clear that he had no doubt the truck operators would go along with his plan. He derided fears expressed by Senate rackety investigators that a national trucking agreement would give him dictatorial power to halt the wheels of commerce through a total paralysis of truck transportation.

Cities Division

"I think we understand this business as well as the employers," Mr. Hoffa said. "We don't expect to make any fan-

tastic demands that would create a strike." The union chief indicated much of his optimism about achieving a transcontinental agreement was based on divisions within the trucking industry. He said there were many associations and many individual truck fleets, thus ruling out any prospect of a united front of employer resistance to the union's program.

On the basis of private information from within the industry, Mr. Hoffa reported that the American Trucking Association had decided to abandon all consideration of a strike insurance system.

Mr. Hoffa said the employers' agreement would be made at the quarterly meeting of the union's general executive board,

which would be held in Washington tomorrow. He interpreted this as further evidence that the union would achieve its goal without a national tie up.

Hoffa Derided Plans

When the employers originally disclosed that they were trying to find means of matching their strength against that of the union, Mr. Hoffa asserted that they had "no guts." He called the plans for exploring the setting up of an industry strike fund "a lot of baloney."

Mr. Hoffa reported that detailed plans for the nation-wide contract would be made at contract.

He said a three-year agree-

ment recently negotiated by

several Philadelphia locals con-

tained a stand-by clause, under which their 20,000 members could be brought under a national pact if the local pact was not negotiated next year. Mr. Hoffa disclosed that he would recommend inclusion of a similar clause in the contract to be negotiated in the New York-New Jersey district when the regional contract covering general truckmen there expires this September.

The only major trucking agreements that do not expire between Feb. 1 and June 1 of next year are those in Philadelphia and in the New York-New Jersey metropolitan area. But Mr. Hoffa emphasized that this would not block the inclusion of these areas in his projected contract.

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York-New Jersey district when

the regional contract covering

general truckmen there expires

this September.

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*American Trucking
Association*
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ARKANSAS GAZETTE
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FEB 16 1960

Date:

Jimmy Hoffa says that the trucking industry is "full of baloney" in talking of strike insurance. The Teamsters' boss probably is right in assuming that there is no insurance (or inoculation) against Jimmy Hoffa.

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MIAMI (Fla.)
HERALD

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S. 347,535

Front Page Side Page Other Page 12A

Date: FEB 14 1960

Hoffa Says Nuts To Insurance Plan

Teamsters President James Hoffa said Saturday trucking industry employers do not own the "nuts" to adapt the strike insurance plan to check its bargaining power in major negotiations next year.

While AFL-CIO leaders took the day off or went on a Navy cruise, Hoffa also told newsmen that his union has achieved a major breakthrough in rail contract talks.

The outbreak of the winter movement flew into town as union business.

Hoffa ridiculed Friday's disclosure that the American Trucking Association is studying methods to finance strike benefits for employers so they can resist Teamster wage demands.

"They're full of hot air," he said. "They haven't got the nuts. They're making a lot of noise. They can get four insurance plans and it wouldn't help."

He said the union has just signed a new two-year contract with the Railway Express Agency — owned by the na-

tion's leading railroads — affecting several thousand truck drivers and platform men.

It provides 22-cent hourly wage increases, pay boosts of up to 60 cents for some workers and other benefits for Teamsters in Chicago, New York, St. Paul, Cincinnati, San Francisco and other cities.

"As I see it, this is the first break in the whole railroad situation," Hoffa said in referring to bogged-down wage talks covering 80,000 railroad employees in other unions.

"Everybody else is talking about mediation, arbitration and fact-finding and we got a contract."

He also said the Teamsters will ask a federal court next week to call an immediate convention so he can seek re-election and get rid of court-appointed monitors.

Hoffa, whose giant truck union was kicked out of the AFL-Hoffa office and as provisional president.

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HERALD TRIBUNE

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Front Page Edit Page Other Page 7
Date: FEB 14 1960

Industry Sees Rise in Demands Of Teamsters

By a Staff Writer
BAL HARBOUR, Fla., Feb. 12.—A trucking industry spokesman declares Friday that the Kennedy-Griffin bill and court-appointed monitors have made it more difficult to negotiate satisfactory contracts with the Teamsters Union.

Sam Miller, head of the industrial relations department of the American Trucking Association, told the meeting of truck operators the "new-found democracy" in the union makes it virtually impossible for union leaders to reject any demands by their members. He indicated how unreasonable. He indicated later, however, that he thought the over-all, long-range effect of the new regulatory legislation for unions will be good.

Until recently, the trucking industry has been able to convince the union that what is good for the industry "will benefit both sides." Mr. Miller told in his speech before the board of the Common Carrier Conference, a group within the A. T. A.

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Date: FEB 13 1960

LABOR, TRUCKERS PLAN WAR CHESTS

Unions Seek to Prepare for
Costly Strikes—Industry
Fears Hoffa Moves

By A. M. BARKIN
Special to The New York Times
BAL HARBOUR, Fla., Feb. 12—Separate moves to set up huge strike war chests were disclosed here today by union and industry leaders.

Key officials of mass production unions empowered a special committee to recommend a permanent system of financial support for strikes too costly for a single group. The unions are affiliated with the American Federation of Labor and Congress of Industrial Organizations.

The action was initiated by Walter P. Reuther, president of the United Automobile Workers, and James R. Carey, president of the International Union of Electrical, Radio and Machine Workers. It was an outgrowth of the 116-day steel strike, in which the federation affiliates raised \$8,000,000 to aid the United Steelworkers of America.

The union move became known as the Miller move because known as Ben Miller, director of industrial relations for the American Trucking Association, revealed that the association was studying the advisability of establishing a national system of strike insurance.

It would be designed to protect employers in negotiations with the International Brotherhood of Teamsters, headed by James R. Hoffa. The cash union was expelled from the

A. F. L.-C. I. O. in 1957 on charges of corruption.

Mr. Miller told a conference of trucking employers at the American Hotel that the passage of the Landrum-Griffin Labor Reform Act, with its emphasis on union democracy, had created an environment in which teamster leaders might feel they had to "bring home the bacon and the beef" in wage negotiations.

He said a strike insurance plan might help truck operators reject excessive demands without fear, since the union's economic strength would put them out of business.

Mr. Miller noted that the nation's railroads and six major airlines had already established mutual aid programs to reduce their vulnerability to strikes.

He made it clear, however, that he had many reservations about the wisdom of a parallel plan in the trucking industry. He said one objection was that it might backfire by strengthening the union's attitude in collective bargaining.

A second objection cited by Mr. Miller was the possibility that a matching of the economic power of the truck employers and the Mafia union might result in a transportation paralysis of such dimensions that the White House would have to intervene to force a settlement. He said the danger of such Government intervention had been indicated during the steel strike.

Contracts covering the bulk of the 1,000,000 members of the Teamsters Union will expire between Aug. 31 of this year and June 1 of next year. The first of the agreements to run out covers 30,000 members of seven teams engaged in general trucking in the New York-New Jersey metropolitan area, with scant success.

Mr. Miller made it plain that the truck employers had few complaints against the past conduct of collective bargaining by the Hoffa-led union. He said some officials had been eliminating featherbedding and make-work practices than had railroad unions.

The expiration of a strike fund on the union side grew out of a strategy session held here by the high command of the A. F. L.-C. I. O. Industrial Union Department. Mr. Reuther is president of the department and Mr. Carey is its secretary-treasurer.

Both declared that they felt there ought to be a central fund to help unions in major strikes. They indicated a belief that each union affiliated with the department ought to contribute \$1 a year for each of its 2,500,000 members to build up such a war chest.

Mr. Reuther said his union was prepared to start the fund by turning over a \$1,000,000 contribution it had made to the steel union during the shutdown of the steel mills. The money was returned after the dispute had been settled.

Other leaders of the department authorized Mr. Reuther and Mr. Carey to appoint a committee to consider methods of administering such a fund. Among the points to be surveyed will be the willingness of the parent federation to take over the project, rather than have it limited to the industrial union.

Another area of study will be the desirability of supplementing the central fund with a strike insurance system that would make available additional protection.

While the study is being made, leaders of the industrial union will seek authorization from their executive boards to participate in the strike fund. A companion project will be an evaluation of the feasibility of an intensified union-organizing drive in the South. Past union ventures in this area have met with scant success.

Truckers Study Joint Aid Plan

By FAN JOHNSON
Herald Staff Writer

Following the lead of railroads and airlines, truckers are studying a mutual assistance program which would strengthen their hand in dealing with the Teamsters Union, an industry official declared Friday.

Ben Miller, industrial relations director of the American Trucking Assn., told the Commercial Carrier Conference at the Americana Hotel that several plans are being studied by an ATA committee.

One, patterned after a railroad plan, would involve strike insurance. Another would lead to a mutual aid pact similar to the one signed last year by six major airlines.

Of the plans, Miller said he thought the railroads' strike insurance program would be most readily adaptable to the needs of the trucking industry.

Miller said previous efforts in this direction by the industry have been unsuccessful.

A group of Pennsylvania tank truck operators abandoned their mutual aid program after one of the operators had signed separate contracts with the Teamsters Union, he noted.

"We can shake hands and talk like gentlemen, but business is business. How willing are we to lose money for a long period for the sake of a principle?" he asked.

Miller said Teamster officials have indicated they would prefer to deal with a better organized and more determined trucking industry.

"Many union officials have told us it would help them to hold their members more if employees would say so," he said.

Contracts between the trucking and airline industries in New York even expire this August. Central, Southeastern and Southwestern contracts expire next Jan. 31.

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MIAMI (Fla.)
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Page 3

Date FEB 13 1980

ADMINISTRATIVE FILE
ATA
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September 29, 1959

American Trucking Association
1424 Sixteenth Street, N. W.
Washington, D. C.

Gentlemen:

The enclosed inquiry, addressed to our organization, is being referred to you for reply. The writer has not been informed of this reference.

Very truly yours,

Abraham Weiss,
Economist

AlW:le

Enclosure

ADMINISTRATIVE FILE

ATA - American
Trucking Association
X

TEAMSTERS NEWS SERVICE
25 Louisiana Ave. N. W.
Washington, D. C.
September 4, 1959

**TRUCKING INDUSTRY
SHOWS NEW GAINS**

(Teamsters News Service)

WASHINGTON, D.C.--Intercity truck tonnage in the week ended August 22, was 25.0 per cent ahead of the corresponding week of 1958, and one per cent ahead of that of the previous week of this year. However, the increased tonnage is influenced in large measure by strike conditions in Western States last year.

These findings, released last month by the American Trucking Associations, are based on a survey of 34 metropolitan areas conducted by the ATA Research Department. The report reflects tonnage handled at over 400 truck terminals of common carriers of general freight throughout the country.

The terminal survey showed increased tonnage over a year ago in 32 localities. Only two points reflected decreased tonnage from their 1958 level - Pittsburgh off 17.9 per cent and Baltimore 9.5 per cent. Terminals in West Coast and Rocky Mountain cities reported tonnage well above that of the corresponding week of 1958, the labor dispute at this time a year ago having resulted in a general shutdown throughout the Western States. Sizeable increases over the corresponding 1958 week were also experienced in Cincinnati, Memphis, and St. Louis--all over 25 per cent.

Of the 34 metropolitan areas, 27 were not affected by the work stoppage during the corresponding 1958 week. For these the collective increase in tonnage came to 11.3 per cent.

Compared to the previous week of this year, 20 of the reporting metropolitan areas registered increased tonnage and 12 reported lower tonnage. Baltimore and Atlanta terminals showed no change from the level of the previous week. Reflecting the effect of a court order limiting picketing, tonnage in the San Francisco Bay area gained by 32.5 per cent from that in the week ended August 15.

-more-

Although the volume of truck tonnage at the 400-odd reporting terminals has run from 10 to 13 per cent ahead of the 1958 level during the first 6 weeks of the steel strike, these summary figures obscure certain geographic and contra-seasonal changes that have taken place.

Most of the industrial centers which were well ahead of their 1958 recession levels earlier this year now show more narrow year-to-year changes. The week-to-week changes for all 34 metropolitan areas which reflected a general seasonal rise during July and August of both 1957 and 1958 (the only years for which weekly data are available) have registered smaller changes during recent weeks of this year.

The survey covers general freight carriers which reflect general business conditions; specialized or bulk commodity traffic tends to correspond closely to the businesses these carriers serve.

* * * * *

TEAMSTERS NEWS SERVICE
25 Louisiana Ave. N. W.
Washington, D. C.
September 4, 1959

TRUCKING INDUSTRY
SHOWS NEW GAINS

(Teamsters News Service)

WASHINGTON, D.C.--Intercity truck tonnage in the week ended August 22, was 25.0 per cent ahead of the corresponding week of 1958, and one per cent ahead of that of the previous week of this year. However, the increased tonnage is influenced in large measure by strike conditions in Western States last year.

These findings, released last month by the American Trucking Associations, are based on a survey of 34 metropolitan areas conducted by the ATA Research Department. The report reflects tonnage handled at over 400 truck terminals of common carriers of general freight throughout the country.

The terminal survey showed increased tonnage over a year ago in 32 localities. Only two points reflected decreased tonnage from their 1958 level - Pittsburgh off 17.9 per cent and Baltimore 9.5 per cent. Terminals in West Coast and Rocky Mountain cities reported tonnage well above that of the corresponding week of 1958, the labor dispute at this time a year ago having resulted in a general shutdown throughout the Western States. Sizable increases over the corresponding 1958 week were also experienced in Cincinnati, Memphis, and St. Louis--all over 25 per cent.

Of the 34 metropolitan areas, 27 were not affected by the work stoppage during the corresponding 1958 week. For these the collective increase in tonnage came to 11.3 per cent.

Compared to the previous week of this year, 20 of the reporting metropolitan areas registered increased tonnage and 12 reported lower tonnage. Baltimore and Atlanta terminals showed no change from the level of the previous week. Reflecting the effect of a court order limiting picketing, tonnage in the San Francisco Bay area gained by 32.5 per cent from that in the week ended August 15.

-more-

Although the volume of truck tonnage at the 400-odd reporting terminals has run from 10 to 13 per cent ahead of the 1958 level during the first 6 weeks of the steel strike, these summary figures obscure certain geographic and contra-seasonal changes that have taken place.

Most of the industrial centers which were well ahead of their 1958 recession levels earlier this year now show more narrow year-to-year changes. The week-to-week changes for all 34 metropolitan areas which reflected a general seasonal rise during July and August of both 1957 and 1958 (the only years for which weekly data are available) have registered smaller changes during recent weeks of this year.

The survey covers general freight carriers which reflect general business conditions; specialized or bulk commodity traffic tends to correspond closely to the businesses these carriers serve.

* * * * *

Willinger file
C 18

ADMINISTRATIVE FILE ✓
ATA
X
X Cannonball

June 24, 1959

Mr. George Willinger, President
Teamsters Joint Council #62
6000 Erdman Avenue
Baltimore 5, Maryland

Dear Sir and Brother:

I am appreciate your enthusiasm for the television series called "Commonall" as expressed in your letter of June 8, 1959. However, the small per capita tax which we receive makes any financial assistance from the Conference as impossibility. Were we to sponsor such a program for your Joint Council, we would naturally be obligated to assist all the Joint Councils to the Conference jurisdiction. The cost of such assistance would far exceed the entire amount of per capita which the Conference receives yearly.

I commend you as your desire to promote some public relations venture for the Teamsters and am sorry that it is impossible to assist you at this time.

With all best wishes, I remain

Fraternally yours,

Thomas L. Flynn,
Chairman

TEF/D:jb

BCC J R Hoffa

ADMINISTRATIVE FILE ✓

ATA

X

X Cannonbell

June 9, 1959

Mr. Thomas Flynn, Chairman
Eastern Conference of Teachers
100 Indiana Ave., N. W.
Washington, D. C.

Dear Brother Flynn:

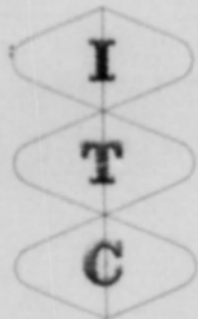
Attached is a copy of a communication from Ralph Baron.

Would you discuss this with President Hoffe at your
earliest opportunity.

Fraternally yours,

H. J. Gibbons
Executive Assistant to the
General President

HJG/yh
Enc.



I N D E P E N D E N T
T E L E V I S I O N
C O R P O R A T I O N

June 6, 1959

Mr. Harold Gibbons
International Brotherhood of Teamsters
Washington, D.C.

Dear Mr. Gibbons:

As per your request we submit the following proposal for the telecasting of the television film series "Cannonball" in the Baltimore, Maryland market, under the sponsorship of the International Brotherhood of Teamsters.

1. "Cannonball" Film Cost:

Independent Television Corporation will supply 39 episodes of "Cannonball", 13 of which will be repeated once, at \$715.00 gross per telecast for each of all 52 telecasts.

2. Time availabilities and costs:

A. WBAL TV, Channel 11, the N.B.C. Network affiliate, has made available to I.T.C. the following time period:
7:00 to 7:30 P.M. Saturday.

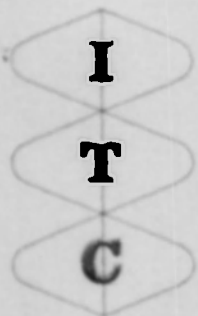
The cost of this prime half hour is \$540.00 gross per half hour.

B. WJZ TV, Channel 13, the ABC Network affiliate, has made available to I.T.C. the following time period:
4:30 to 5:00 P.M. Sunday.

The cost of this half hour is \$360.00 gross per half hour.

Based upon the above information, the total gross costs to the International Brotherhood of Teamsters would be:

1. WBAL TV time and program- 52 weeks.....\$65,260.00
2. WJZ TV time and program- 52 weeks.....\$55,900.00



I N D E P E N D E N T
T E L E V I S I O N
C O R P O R A T I O N

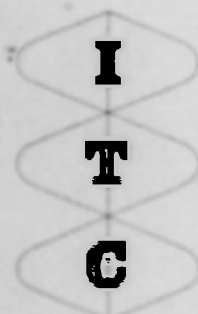
-2-

In each case mentioned, gross figures are subject to 15% recognized advertising agency commission.

As we discussed during our meeting in your office Friday, "Cannonball", as of this date, is available in New York City, Pittsburgh, Buffalo, and a few other key markets. We will be happy to work out each market individually, in this same manner, as you indicate its desirability.

Very truly yours,

Ralph Baron
Ralph Baron
Eastern Sales Manager



I N D E P E N D E N T
T E L E V I S I O N
C O R P O R A T I O N

Mr. Ralph J. Baron
Independent Television Corporation
488 Madison Avenue
New York 22, N.Y.

Dear Mr. Baron:

Please accept this letter as our firm offer to purchase
52 consecutive telecasts of your film series "Cannonball" in
Baltimore, Maryland.

We understand that you will supply 39 episodes, 13 of which
will be repeated once for a total of 52 telecasts, at a cost
of \$715.00 gross per telecast for each of all 52 telecasts,
making a total of \$37,180.00, subject to 15% agency commission.

This letter of our firm offer is subject to your being
able to secure for us a suitable time period on a television
station in Baltimore, Maryland. Telecasting of "Cannonball"
to start on or before _____ 1959.

Very truly yours,

SAMPLE LETTER

SAMPLE LETTER

ROBERT MAXWELL ASSOCIATES, INC.

Television Productions

PETER FRANK
Vice President

June 25

1
9
5
8

Mr. H. J. Gibbons
International Brotherhood of Teamsters
25 Louisiana Avenue
Washington 1, D. C.

Dear Mr. Gibbons:

Thank you very much for your union's authorization to display the union insignia on the caps of our actors in our television series, CANNONBALL.

I am sure you will be quite happy with the contents of our films and that they will go a long way towards creating a favorable impression of our nation's truck drivers and, incidentally, the teamster's union.

Yours sincerely,

Peter Frank
Peter Frank

PF:10

cc Walter Belson
John F. English
Jerry Franken

ADMINISTRATIVE FILE

a 3a

X Belson, Walter

X "Cannonball"

X Maxwell, Robert

X Associates, Incorporated

X Frank, Peter

648 NO. BRONSON AVENUE

HOLLYWOOD 4, CALIFORNIA

HOLLYWOOD 2-8027

ADMINISTRATIVE FILE ✓

Q 7A
X Olson, Walter
X "Cannonball"
X Maxwell, Robert
Associates, Incorporated
X Frank, Peter

June 19, 1958

C
O
P
Y

Mr. Peter Frank, Vice President
Robert Maxwell Associates, Inc.
649 North Brosson Avenue
Hollywood 4, California

Dear Mr. Frank:

Your communication addressed to President Hoffa dated
June 17th has been received. Please accept this as your
authorization to have the drivers involved in your movie
display the union insignia of the International Brotherhood
of Teamsters on their caps.

In the event you need buttons, our International Union
will be happy to supply the needed official buttons.

Very truly yours,

H. J. Gibbons,
Executive Assistant to the
General President

HJG/yk
cc: John F. English, Gen. Sec. - Trans.

ADMINISTRATIVE FILE

A 7a
x Balson, Walter
x "Cannonball"
x Maxwell, Robert Esquire
x Frank, Peter

June 19, 1958

C
O
P
Y

Mr. Peter Frank, Vice President
Robert Maxwell Associates, Inc.
649 North Bronson Avenue
Hollywood 4, California

Dear Mr. Frank:

Your communication addressed to President Hoffa dated June 17th has been received. Please accept this as your authorization to have the drivers involved in your movie display the union insignia of the International Brotherhood of Teamsters on their ceps.

In the event you need buttons, our International Union will be happy to supply the needed official buttons.

Very truly yours,

H. J. Gibbons,
Executive Assistant to the
General President

HJG/yh
cc: John F. English, Gen. Sec. - Team.

ROBERT MAXWELL ASSOCIATES, INC.

Television Productions

PETER FRANK
VICE PRESIDENT

June 17

1
9
5
8

849 NO. BRONSON AVENUE
HOLLYWOOD 1, CALIFORNIA
HOLLYWOOD 2-6027

Mr. James R. Hoffa, President
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
25 Louisiana Avenue
Washington 1, D. C.

Dear Mr. Hoffa:

We have been referred to you by Mr. Walter Belson of
the American Trucking Association in Washington for help and
advice.

We are producing a television series entitled
CANNONBALL which concerns the trucking industry and the activities
of two truck drivers. We intend to produce this series starting
July 14th in Toronto, Canada, for it entails quite a bit of loca-
tion work in and around Toronto and on the border. Mr. Belson is
very familiar with our entire operation and rather than elaborate
on it in a letter, I know he would be most happy to tell you about
the format.

Basically we would like your permission to have our two
drivers display your union insignia button on their caps so that
our stories are authentic in every way.

We are attempting to produce a good quality show about
the every-day activities of the trucking industry and believe that
our past theatrical history stands us in good stead. (We are also
the producers of the CBS show, LASSIE).

I hope to hear from you soon, and as we are working with
Mr. Belson's ATA, we shall cooperate to our fullest with your union
too.

Yours sincerely,


Peter Frank

FF:c

ADMINISTRATIVE FILE
Q To
X Balson, Walter
X "Cannonball"

INTER-OFFICE COMMUNICATION

June 13, 1958

TO: Harold J. Gibbons
FROM: Jake McCarthy

Walter Balson, Public Relations Director for the American Trucking Association, called me with some information that should be of interest to us. He asked that the matter be treated as confidential at this time.

A film company is producing a television series about the truck driver. It is tentatively entitled "Cannonball" and Mr. Balson informs me that it is a program which will portray the heroics of the truck driver and present him in a very favorable light.

Mr. Balson has seen a sample show, and was well impressed. However, he noted that the drivers did not wear union buttons and he suggested to the producers that this should be done. He tells me that the producers agree.

In his call to me, he said that he had written a letter to the producers in California suggesting that they write to us asking for some union buttons to use in these productions. Mr. Balson suggested that I alert President Hoffa to this request, so that when it comes in, he will know why the request was made. Mr. Balson suggested that if we do not receive such a request within two weeks, that I get in touch with him let him know, and he will follow up further. I would appreciate your keeping me informed as to whether this request is received.





A CONFERENCE OF
AMERICAN TRUCKING ASSOCIATIONS, INC.

OMT 7. 2654

NATIONAL AUTOMOBILE TRANSPORTERS ASSOCIATION

WILLIAM A. BRESNAHAN
GENERAL MANAGER
SUITE 208 - ONE THOUSAND CONNECTICUT AVENUE
WASHINGTON 6, D. C.

June 2, 1959

ADMINISTRATIVE FILE
270
American Trucking
Association
X

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Mr. Hoffa:

When I was in your office the other day
with Carney Matheson, you asked for a list of the
Executive Committee of American Trucking Associations,
Inc. The list is attached.

Very truly yours,

Bill Bresnahan
W. A. Bresnahan
General Manager

WAB/eh
enc.



MEMBERS OF THE
ATA EXECUTIVE COMMITTEE

December 1958

GENERAL OFFICERS

President J. Robert Cooper

President,
Red Star Transit Co.
7950 Dix Avenue
Detroit 9, Michigan.

Chairman of the Board Guy W. Rutland, Jr.

Vice President,
The Motor Convoy Company
P. O. Box 432
Maconville, Georgia.

Honorary Chairman
Board of Directors Ted V. Rodgers, Sr.

Rodgers Motor Lines
Gilligan and South
Scranton, Pennsylvania.

Chairman of the Execu-
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Los Angeles, California.

First Vice President Welby M. Frantz

Executive Vice President
Eastern Express, Inc.
128 Cherry Street
Terre Haute, Indiana.

Second Vice President R. Stuart Moore

President,
Los Angeles-Seattle Mtr. Exp.
1106 Broadway
Oakland, California.

Third Vice President John J. Gill

President,
Petroleum Heat & Power Co.
375 Allens Avenue
Providence 5, R. I.

Fourth Vice President Griswold B. Holman

President,
G. B. Holman & Co., Inc.
151 Park Avenue
Rutherford, New Jersey.

Vice President at Large E. J. Buhner

Chrmn. of Bd. - Treasurer
Silver Fleet Mtr. Exp. Inc.
216 E. Pearl St.
Louisville, Kentucky.

Vice President at Large H. D. Horton

Chairman of Board
Associated Transport, Inc.
1001 Clarkson Street
Charlotte, North Carolina.

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3 -

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Montgomery

Vice President at Large George V. Estes
National Bank Bldg.
111 North Center Avenue
Montgomery

Vice President at Large H. J. Horan
Montgomery

Vice President at Large J. Albert Kramer
P. O. Box 378
Little Rock

Vice President at Large E. W. Krause
1101 E. Grand Avenue
Los Angeles 7

Vice President at Large Robert B. Lytel
Colorado Nat. Bank Bldg.
1000 First Street
Denver 16

Vice President at Large O. B. Maxwell
The Maxwell Company
Cincinnati, Ohio

Vice President at Large William W. Ward
Ward Trucking Company
300 - 7th Avenue
Altoona, Pennsylvania

Vice President at Large H. Dillon Winship, Sr.
P. O. Box 440
Wilmington

Vice President at Large C. G. Zwingle
District of Columbia Trust
1424 - 14th Street, N. W.
Washington 5

President
Texas Arizona Mtr. Frt. Inc.
Box 1034
El Paso, Texas.

President
Coast Lee & Estes
2326 Airport Way
Seattle, Washington.

Vice President
Crowe & Company
60 Meadow Street
Waterbury, Connecticut.

Secretary-Treasurer
Rabiger-Kramer, Inc.
60th & Angora Terrace
Philadelphia, Pennsylvania.

Executive Vice President
Security Cartage Company
1326 Polk Street
Fort Wayne, Indiana.

Vice President
Consolidated Frtways, Inc.
431 Burgess Drive
Menlo Park, California.

President
The Maxwell Company
P. O. Box 37
Cincinnati, Ohio.

President
Ward Trucking Company
300 - 7th Avenue
Altoona, Pennsylvania.

President
Georgia Highway Exp. Inc.
2090 Jonesboro Road, S. E.
Atlanta, Georgia.

Vice President - Operations
Pacific Intermountain Exp.
299 Adeline Street
P. O. Box 958
Oakland, California.

MEMBERS OF THE ATA EXECUTIVE COMMITTEE

December 1958

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President,
Red Star Transit Co.
7950 Dix Avenue
Detroit 9, Michigan.

Chairman of the Board Guy W. Rutland, Jr.

Vice President,
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Maconville, Georgia.

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Gilligan and South
Scranton, Pennsylvania.

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Rutherford, New Jersey.

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Silver Fleet Mtr. Exp. Inc.
216 E. Pearl St.
Louisville, Kentucky.

Vice President at Large E. D. Horton

Chairman of Board
Associated Transport, Inc.
1001 Clarkson Street
Charlotte, North Carolina.

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Vice President at Large	Walter P. Carey	6125 Middlebelt Road Birmingham, Michigan.
Vice President at Large	Jack Cola	President, Jack Cola Company, Inc. P. O. Box 274 Birmingham, Alabama.
Vice President at Large	C. J. Williams	President, Hillside Transit Co. 1050 East Bay Street Milwaukee 7, Wisconsin.
Vice President at Large	R. C. Williams	President, R. C. Williams, Inc. 615 West Wichita Avenue Russell, Kansas.
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Secretary	Harry L. Gornley	President, Keystone-Lawrence Trf. and Storage Company 21 West South Street Newcastle, Pennsylvania.
Honorary Secy. for Life	Chester G. Moore	Marathon, Florida.
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Vice President at Large	A. E. Cudlipp	Vice President, Lufkin Foundry & Machine Co. P. O. Box 58 Lufkin, Texas.

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MEMBERS

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Vice President at Large George V. Estes

Vice President at Large H. J. Moran

Vice President at Large J. Albert Kramer

Vice President at Large E. W. Krause

Vice President at Large Robert B. Lytel

Vice President at Large O. B. Maxwell

Vice President at Large William W. Ward

Vice President at Large H. Dillon Winship, Sr.

Vice President at Large C. G. Zwingle

President
Texas Arizona Mtr. Frt. Inc.
Box 1034
El Paso, Texas.

President
Coast Ice & Estates
2326 Airport Way
Seattle, Washington.

Vice President
Crowe & Company
60 Meadow Street
Waterbury, Connecticut.

Secretary-Treasurer
Rabiger-Kramer, Inc.
60th & Angora Terrace
Philadelphia, Pennsylvania.

Executive Vice President
Security Cartage Company
1326 Polk Street
Fort Wayne, Indiana.

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Consolidated Frtways, Inc.
431 Burgess Drive
Menlo Park, California.

President
The Maxwell Company
P. O. Box 37
Cincinnati, Ohio.

President
Ward Trucking Company
300 - 7th Avenue
Altoona, Pennsylvania.

President
Georgia Highway Exp. Inc.
2090 Jonesboro Road, S. E.
Atlanta, Georgia.

Vice President - Operations
Pacific Intermountain Exp.
299 Adeline Street
P. O. Box 958
Oakland, California.

ATA STATE VICE PRESIDENTS

ALABAMA

M. C. Webb, Vice President
Deaton Truck Line
Box 1271
Birmingham

Alabama Trucking Assn., Inc.
422 Bell Building
Montgomery

ARIZONA

Herold M. Shaw, Owner
Shaw Truck Leasing Company
2602 West Cypress Street
Phoenix

Arizona Mtr. Transp. Assn.
Suite 642-643 New First
National Bank Bldg.
411 North Central Avenue
Phoenix

ARKANSAS

H. W. Newell, President
Wheeling Pipe Line
P. O. Box 270
El Dorado

Arkansas Bus & Truck Assn., Inc.
409 Ringo, Suite 11
P. O. Box 2798
Little Rock

CALIFORNIA

T. R. Deyer, President
Delta Lines, Inc.
P. O. Box 24
Beeryville

California Trkg. Assn., Inc.
3301 S. Grand Avenue
Los Angeles 7

COLORADO

Robert L. Cohen
Navajo Prt. Lines, Inc.
1205 S. Platte River Dr.
Denver 23, Colorado

Colorado Mtr. Carriers Assn.
4060 Elati Street
Denver 16

CONNECTICUT

Richard J. McCusker
Rapid Transit Company
Rt. 12, Plainfield Road
Jewett City, Connecticut

Motor Trans. Assn. of Conn., Inc.
410 Asylum Street
Hartford 3

DELAWARE

Roger E. Wooleyhan, President & Treasurer
Wooleyhan Transport Company
900 S. Beald Street
Wilmington

Delaware Motor Transport Assn.
P. O. Box 446
Wilmington

DISTRICT OF COLUMBIA

Frank L. Grims, President
O'Boyle Tank Lines, Inc.
Arlington Towers
Arlington, Virginia

District of Columbia Trkg. Assn.
1424 - 16th Street, N. W.
Washington 6

FLORIDA

B. S. Reid, President - General Manager
R-C Motor Lines, Inc.
2504 Laura Street
Jacksonville

Florida Trucking Assn., Inc.
704 Gilmore Street
Jacksonville

GEORGIA

L. R. Schwall, President
National Trucking Company
3625 South Street
Mableville

Georgia Mtr. Trkg. Assn., Inc.
328 Prince De Leon Avenue, N. E.
Atlanta 8

IDaho

Rorana V. Stedtfeld, Vice President & Secretary
Garrett Freightlines
Box 349
Pocatello

Idaho Motor Transport Assn.
203 Eastman Building - Box 834
Boise

ILLINOIS

Barney Cushman
Cushman Motor Delivery Company
1480 W. Kiasie Street
Chicago

Central Motor Freight Assn., Inc.
Fisher Building - Suite 1111
343 Dearborn Street
Chicago

Aston P. Melara, Vice President & Treasurer
Star West Cartage Company
430 E. Wacker Drive
Chicago

Illinois Motor Trk. Operators Assn.
30 N. LaSalle Street, Suite 1229
Chicago

INDIANA

Barold Secoy, President
Federal Express, Inc.
4930 N. Pennsylvania Street
Indianapolis

Indiana Motor Truck Assn.
2905 N. Meridian Street
Indianapolis 8

IOWA

Ray A. Brown, Managing Partner
Meadows Transfer Company
P. O. Box 248
Battendorf

Iowa Motor Trk. Assn., Inc.
604 Capital City Bank Building
Des Moines 9

KANSAS

L. E. Whitlock, President
L. E. Whitlock Truck Service, Inc.
629 West Broadway
Stafford

Kansas Motor Carriers Assn., Inc.
2900 S. Topeka Boulevard
Topeka

KENTUCKY

William E. Crutcher, Owner
Crutcher Transfer Lines
600 Merrett Avenue
Louisville

Kentucky Motor Transp. Assn., Inc.
709 Republic Building
Louisville 2,

LOUISIANA

Edward H. Leamon, Executive Vice President
M. M. Chambers Truck Lines, Inc.
P. O. Box 687
New Orleans

Louisiana Motor Transp. Assn.
1216 Main Street
P. O. Box 1326
Baton Rouge

MAINE

Coramian L. Pox, President
Pox & Olan, Inc.
12 Howard Lane
Bangor

Maine Truck Owners Assn.
Room 313 -
415 Congress Street
Portland 3

MARYLAND

B. W. Purtick, Executive V. P. & O. Mgr.
M. T. Conas, Inc.
1327 Bayard Street
Baltimore 30,

Maryland Mtr. Truck Assn., Inc.
3000 Washington Boulevard
Baltimore 30

MASSACHUSETTS

George P. Harrison
Harrison Dispatch Company, Inc.
500 Lynnway
M. Lynn

Mass. Motor Truck Assn.
262 Washington Street
Boston 8

MICHIGAN

James B. Godfrey, Jr., President
Great American Transport
347 - 23rd Street
Detroit

Michigan Trkg. Assn., Inc.
Fort Shelby Hotel
Detroit 26

MINNESOTA

Frank M. McDelford, V. P. & O. Mgr.
Raymond Motor Transp. Company
1912 Broadway, S. E.
Minneapolis

Minn. Motor Transport Assn.
2453 University Avenue
St. Paul 14

MISSISSIPPI

B. A. Goodling
Dixie Sigbee Express, Inc.
Box 631
Meridian

Miss. Trucking Association, Inc.
Suite 543, King Edward Hotel
Jackson 104

MISSOURI

Edgar B. Mol, President & Treasurer
Speedway Transports, Inc.
7933 Clayton Road
St. Louis 17,

Missouri Bus & Truck Assn.
628 Jefferson Street
Jefferson City

- 7 -

MONTANA

B. A. Fisher, Owner
Bi-Ball Contractors
Box 110
Billings

Montana Motor Transp. Assn., Inc.
P. O. Box 1244
Billings

NEBRASKA

Jack Romans, Owner
Romans Motor Freight
Ord

Nebraska Motor Carriers Assn.
Suite "A" 500 S. 13th Street
Lincoln

NEVADA

Boward A. Wells, Vice President
Malls Cargo, Inc.
P. O. Box 1511
Reno

Nevada Motor Transport Assn.
Box 2168
1093 S. Virginia
Reno

NEW HAMPSHIRE

Henry J. Pariseau, President
Aucclair Transportation, Inc.
41 McGregor
Manchester

New Hampshire Trk. Owners Assn.
275 Manover St.
Box 665
Manchester

NEW JERSEY

Barclay W. Fox, Vice President
Anchor Motor Freight
1001 Linden Avenue
Linden

New Jersey Motor Trk. Assn.
10 Hill Street
Newark 2

NEW MEXICO

Donald Law, President
B. B. Law & Sons
P. O. Box 902
Las Cruces

New Mexico Motor Carriers Assn.
P. O. Box 541
Albuquerque

NEW YORK

Joe. M. Adellasi
44 East 23rd Street
New York 10,

Empire State Hwy. Transp. Assn.
44 East 23rd Street
New York 10,

NORTH CAROLINA

B. Y. Sharpe, President
Pilot Freight Carriers
Box 615
Winston-Salem

N. C. Motor Carriers Assn.
219 West Martin Street
Raleigh

- 11 -
NORTH DAKOTA

George Carlson
Westland Oil Company
Highway No. 2 E.
Williston

M. D. Motor Carriers Assn.
110 Third Street
Bismarck

OHIO

Clarence A. Kelley, President
Dixie Ohio Express Company
237 Fountain Street
Akron 4

The Ohio Trucking Assn.
Hotel Deshler-Hilton
Columbus

OKLAHOMA

Sam E. Carpenter
Emil Bray, Inc.
P. O. Box 910
Cushing

Associated Mtr. Carriers of Okla.
2315 Oklahoma - Biltmore
P. O. Box 983
Oklahoma City 1

OREGON

Julius Gaussoin, President
Silver Eagle Company
5885 E. W. St. Helens Road
Portland 10,

Oregon Trucking Assn., Inc.
1401 E. W. 19th Street
Portland 14

PENNSYLVANIA

Floyd B. Moerr, President
Boerr Motor Freight, Inc.
P. O. Box 786
Leasistown

Pennsylvania Mtr. Trk. Assn.
Seventh Floor Telegraph Bldg.
Harrisburg

RHODE ISLAND

Richard J. Cronin
D. J. Cronin, Inc.
P. O. Box 4257
East Providence

Rhode Island Trk. Owners Assn.
49 Weybosset Street
Providence

SOUTH CAROLINA

Otis Briggan, President
Coker Freight Lines
Box 1023
Spartanburg

Motor Transp. Assn. of S. C., Inc.
2425 Devine Street
Columbia 5,

SOUTH DAKOTA

H. Lauren Lewis, President
Midwest Co. Transport, Inc.
Box 747, Wilson Terminal Bldg.
Sioux Falls

Associated Mtr. Carriers, Inc.,
of North Dakota
Box 496 - 814 E. Rice Street
Sioux Falls

TENNESSEE

A. Ewing Greene, Vice President
Industrial Relations
Mason & Dixon Lines
Nashua Road
Kingsport

Tennessee Mtr. Transp. Assn.
Hermitage Hotel Office Bldg.
Nashville 3

TEXAS

R. H. Linna, President
Central Freight Lines, Inc.
303 S. 12th
Waco

Texas Mtr. Trans. Assn.
406 East 11th Street, Box 92
Austin 61,

UTAH

Utah Motor Transport Assn.
208 West 8th Street, South
Box 686
Salt Lake City 4,

VERMONT

Harry Zabarsky
St. Johnsbury Trucking Company
38 Main Street
St. Johnsbury

Vermont Trk. & Bus Assn., Inc.
P. O. Box 96
Burlington

VIRGINIA

Gardner A. Mundy, President
Mundy Motor Lines
701 - 7th Street, N. E.
Roanoke

Virginia Hwy. Users Assn.
Box 1397, Jefferson Hotel
Richmond 11,

WASHINGTON

Ous H. Nieman, President & General Manager
Inland Motor Freight
S. 110 Sheridan Street
Spokane

Washington Mtr. Transp. Assn.
4104 - 4th Avenue, South
Seattle 4,

WEST VIRGINIA

John E. Amos, President
Bell Lines, Inc.
Charleston National Bank Bldg.
6414 MacCorkle Avenue, S. E.
Charleston

West Virginia Mtr. Trk. Assn.
303 Duffy Street
P. O. Box 5217
Charleston

WISCONSIN

John A. Murphy, Executive V. P. - G. Mgr.
Gateway Transportation Company
2130 South Avenue
La Crosse

Wisconsin Mtr. Carriers Assn.
1 West Main Street
Madison 3,

INDIANA

Tennant Mr. Frank A. Asst.
Baltimore Hotel Office Bldg.
Baltimore

A. Ewing Evans, Vice President
Industrial Relations
Hanson & Dixon Lines
Harrison Road
Kingsport

WYOMING

Christian Bunning, President
John Bunning Transfer Company
304 S. Front Street
Rock Springs

Wyoming Trucking Association
114 N. Market
Box 1889
Casper

ATA Conference Vice Presidents are listed on the next page.

UTAH

Utah Motor Transport Assn.
505 West 11th Street, South
Box 635
Salt Lake City 2

VERMONT

Vermont Trk. & Bus Assn., Inc.
P. O. Box 95
Burlington

Harry Edwards
St. Johnsbury Trucking Company
35 Main Street
St. Johnsbury

VIRGINIA

Virginia Exp. Trans. Assn.
Box 1377, Jefferson Hotel
Richmond 11

Gardner A. Hardy, President
Hardy Motor Lines
101 - 1st Street, N. E.
Roanoke

WASHINGTON

Washington Mr. Transport Assn.
4104 - 4th Avenue, South
Seattle 2

Don H. Nielsen, President & General Manager
Inland Motor Freight
8110 Sheridan Street
Spokane

WEST VIRGINIA

West Virginia Mr. Trk. Assn.
303 Kelly Street
P. O. Box 2217
Charleston

John E. Aase, President
Bell Lines, Inc.
Charleston National Bank Bldg.
214 MacCorkle Avenue, N. E.
Charleston

WISCONSIN

Wisconsin Mr. Carriers Assn.
1 West Main Street
Madison 2

John A. Murphy, Executive V. P. - G. Mgr.
Gateway Transportation Company
2130 South Avenue
La Crosse

ATA CONFERENCE VICE PRESIDENTS

Lloyd Ineson	President E & L Transport 14221 Schaden Avenue Dearborn, Michigan	Automobile Transporters Conference
Marry L. Grubbe	President & Gen. Mgr. Jacobs Transfer Company 61 Pierce Street, N. E. Washington, D. C.	Local Cartage National Conference
R. R. Smith	President Smith's Transfer Corp. 332 Malorana St., S. E. Staunton, Virginia	Regular Common Carriers Conference
Peter D. Serra	President Rand Express Frt. Lines 1110 Rutherford Street Lyndhurst, New Jersey	Common Carrier Conference Irregular Route
E. O. Rice	President Complete Auto Transit 18465 James Cousens Highway Detroit 35, Michigan	Contract Carrier Conference
M. E. Brandon	President Film Transit, Inc. 311 S. Second Street Memphis, Tennessee	Film Carrier Conference
Virgil S. Freeman	Vice President North American Van Lines Box 988, Meyer Road Fort Wayne 1, Indiana	Movers Conference of America
J. C. Pergamon	President E. L. Farmer & Company Box 3512 Odessa, Texas	Oilfield Haulers Conference
Lester A. Wilsey, Sr.	President Indianhead Truck Lines 1947 W. County Rd., C. St. Paul 13, Minnesota	National Tank Truck Carriers, Inc.
R. J. Van Liew	General Traffic Mgr. Blus Bell, Inc. 350 - 5th Avenue New York City, New York	Private Carrier Conference
Orrin Fraley	Consolidate Freightways 431 Burgess Drive Menlo Park, California	Munition Carrier Conference

ALTERNATES TO ATA CONFERENCE VICE PRESIDENTS

(Not Members of ATA Executive Committee
unless so shown on Pages 1-10)

Automobile Transporters Conference
Albert Cassens

Cassens Transport
Box 473
Edwardsville, Illinois

Local Cartage Conference
Arlon Leonard

Leonard Bros. Transfer
2595 N. W. 20th Street
Miami, Florida

Regular Common Carriers Conference
M. P. Murphy

Gateway Transfer Company
2331 - 81 S. Wood Street
Chicago 1, Illinois

Common Carrier Conference Irregular Route
Eldon Miller

Eldon Miller, Inc.
Box 232
Iowa City, Iowa

Contract Carriers Conference
Ray A. Brown

Meadow Transfer Company
Bettendorf, Iowa

Film Carriers Conference
John Vickers

Carolina Delivery Service
301 S. Poplar Street
Charlotte, North Carolina

Movers Conference of America
Russell Garrett

John F. Ivory Company
8035 Woodward Avenue
Detroit, Michigan

Oilfield Haulers Conference
Rodney Stewart

Fred Stewart
129 South Clay Street
Magnolia, Arkansas

Tank Truck Carriers Conference
L. A. Odom

Odom Oil Company
Spartanburg, South Carolina

Private Carriers Conference
John J. Gill

Petroleum Heat & Power Co.
375 Allens Avenue
Providence 5, Rhode Island

Munitions Carriers Conference
Evelyn Bellars

Baggett Transportation Co.
Birmingham, Alabama

File

ADMINISTRATIVE FILE ✓
to Exhibitors' Service Company

Exhibitors' Service Company

ECONOMICAL SAFE CONSISTENT OPERATION

85 HELEN STREET
MCKEES ROCKS, PENNA.

SPALDING 1-5010

August 29, 1958

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Mr. Hoffa:

In accordance with today's telephone
conversation, I will arrange to be at your
office Wednesday, September 3rd at 9:00 p.m.

Looking forward to seeing you then.

Kindest regards.

Sincerely,

EXHIBITORS' SERVICE COMPANY

Geo Callahan
G. F. Callahan, Jr.
President

*Postpone one
week*
GFC/w

"Cooling Room Service for Perishable Products"

file 2nd

✓ ADMINISTRATIVE FILE ✓
ATA
Exhibitors' Service
Company

July 30, 1938

Mr. Roy W. Rutland, Jr., President
American Trusting Association, Inc.
1014 Fifteenth Street, N. W.
Washington 5, D. C.

Dear Mr. Rutland:

Your reply of July 23rd to my previous communications is sincerely appreciated. I am pleased too, that you thought sufficiently of my suggestions to test their acceptability through discussion with others, prior to answering me.

One of your comments, I do not fully comprehend. The chief objection of some with whom you discussed the matter, as I interpreted your explanation, stems not from the fact that the idea is wrong, but that it is primarily a matter of timing. Your mention of certain vital important aspects of the situation, I also do not understand. Probably there are numerous things with which I am not familiar. In spite of a conscientious attempt to be as thorough as possible.

Since writing you originally, I have talked with additional people who have had personal dealings with Mr. Hoffa, and without exception, all spoke favorably of him. They do not necessarily agree with everything of which he has been accused. Neither would I, if such accusations were proved. However up to now, he must admit he stands acquitted of all charges in spite of the methods or reasons employed to defame him.

Please understand, I am not obscuring the overall Teamster cause. I have more reason than most to condemn it. On the other hand, I am trying to point out that unusual circumstances do presently exist, which properly cultivated could possibly help the trucking industry more than any other factors at this time.

Very few, if any, of labor leaders would welcome having their complete past subjected to public scrutiny. Neither would the largest segment of businessmen. How could have withstood the ordeal as successfully as Mr. Hoffa has so far.

(page two)

In either category however, successful negotiations are impossible when dealing with anyone whose word cannot be depended upon. Therefore, based upon the undisputed fact that the Teamsters are now headed by a man whose reputation is that he always says his word, what better time could be selected to attempt an approach to a correction of the labor ills that plague our industry. Furthermore, if properly encouraged, the integrity of the top leadership will become an absolute requisite for all underlings down to the grass roots.

It is inadvisable that presently all segments of all carriers nation-wide would readily agree to these suggestions. I have numerous friends in this industry in various parts of this country, whose operations are still non-union. There are probably many, many others affiliated with A.T.A. in similar circumstances. I could not advocate any voluntary subscription or changes for them. In addition to these probably many others, although unionized, would discourage direct contacts for fear of prejudice, contamination, or for various reasons. Nevertheless, I am certain a survey would move the majority of A.T.A. employers, through Associations or directly, most of necessity deal with the International Brotherhood of Teamsters. If so, could not the A.T.A. spokesman be representing the majority of his members' interests?

Now then, should this matter be approached? Like yourself, I endeavor to see these things objectively, without emotion, and follow the course that seems to hold the greatest potential benefit for the industry as a whole. A question, however, if anything one strongly believes in can be entirely devoid of at least some mental agitation.

In a previous letter, I referred to a deterioration of the International Organization on a local level because of harassing involvements of its top leadership. This must naturally result in unnecessary problems for many of our industry members, including us. Without seeming to be presumptuous I believe it advisable, if you, as our leading industry spokesman, would contact Mr. Hoffa and request his cooperation and honest endeavors to correct the ills of our industry, unselfishly for both labor and management. If satisfied with his attitude and promised cooperation, I think it would then be advisable to approach the Senate Labor Market Committee, either directly or through your normal contacts, to request for the good of our industry, that they allow Mr. Hoffa a reasonable moratorium period to ratify his promises for a clean, honest Teamsters Union under his leadership and direction.

These moves, made solely in the interest of benefiting the Trucking Industry, could prove to be the cornerstones of future negotiations and discussions far more comfortable than any other actions which are under contemplation today.

Any serious thinking business man knows that the consolidation of the A.T.A. and U.I.U. would not prove beneficial to industry,

(Page Three)

nor to our economy, anywhere so close if the Democrats and Republicans consolidated to make this a one-party government. To destroy competition in many fields, is to create a far worse evil for the majority; and God knows, history has proven this time and time again.

Many of today's circumstances indicate the divorcement of the Teamsters from the A.F.M. and C.I.O. could prove a blessing in disguise. It could also result that our industry spokesmen might occupy a prominent position toward helping to chart a course of not only the trucking industry labor-management future relations, but much of our overall economic salvation.

In my opinion also, the time for such action is vitally important. I question whether it will ever be more right than now. Naturally it takes courage to lead in any uncharted adventure, especially if it is considered somewhat unpopular. However, the above can be accomplished without any unnecessary fanfare or publicity. Neither would it be necessary to relinquish any prestige that our industry, Association, or its spokesmen presently enjoy.

Your position and title are indicative that you possess the necessary attributes, and are the right man for such a task.

Once again, I respectfully request your further comments.

Yours very truly,

EXHIBITORS' SERVICE COMPANY

G. F. Callahan, Jr.
President

arc/v

AMERICAN TRUCKING



Office of the President
GUY E. SUTLAND, JR.

July 23, 1958

Mr. C. P. Callahan, Jr., President
Exhibitors' Service Company
85 Helen Street
McKees Rocks, Pennsylvania

Dear Mr. Callahan:

I am in Washington for a day and have before me your letters of July 1, 1958, and July 19, 1958. I have been holding your letter of July 1, pending inquiries and conversations with other officials of ATA and with special informed individuals in order to have the benefit of their judgment with respect to the suggestion you make.

I find that there is considerable appreciation of the points you offer in support of your suggestion. In fact, were it not for certain vitally important aspects of the situation, some of our people indicate that they might favor such a program.

On the whole, however, it appears to me that the suggestion is probably a bit premature. As you know, the entire subject is one upon which truck operators feel deeply and there are wide variations in these feelings in the different sections of the country.

My conversations with numerous leading trucking operators throughout the country, since receipt of your interesting letter, convince me that the time is not yet when any program such as you suggest can receive general support in all sections of the country. In fact, while some may be ready to consider it, the most of those with whom I have checked indicate their desire to reserve judgment waiting developments or are clearly reluctant as yet to approach such a program.

A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

Mr. G. F. Callahan, Jr.,

-2-

July 23/58

In other words, I think you may be thinking somewhat ahead of many members of our industry. As for myself, I like to see these things objectively and without emotion and to follow that course which seems to hold greatest potential benefit for the industry as a whole. I am afraid, however, that enough members of our industry are not yet at that stage to permit us to launch such a program without considerable turmoil -- which might seriously endanger the idea or even block its ever being accepted.

So, at this time, I question an attempt to sell the industry generally on such a program. Perhaps that situation may change within the next months or years but until there is more evidence of such forward thinking I believe we will be well advised to refrain from a direct attempt along the lines you suggest.

With respect to your letter of July 19, I am sure that there is no objection to your sending the copy of the Congressman's letter. We have distributed many copies of it and his position is well known.

I do appreciate the thoughtful and extensive manner in which you have presented your suggestion and I want you to know that I delayed my response only in order to have opportunity to test the idea in my conversations with truck operators as I travel about the country.

Sincerely,

GWR:an

Guy W. Rutland, Jr.

ADMINISTRATIVE FILE

ATA - American
Trucking Association

Inter-Office Communication

From the Office of the General President

Date 3/26/58

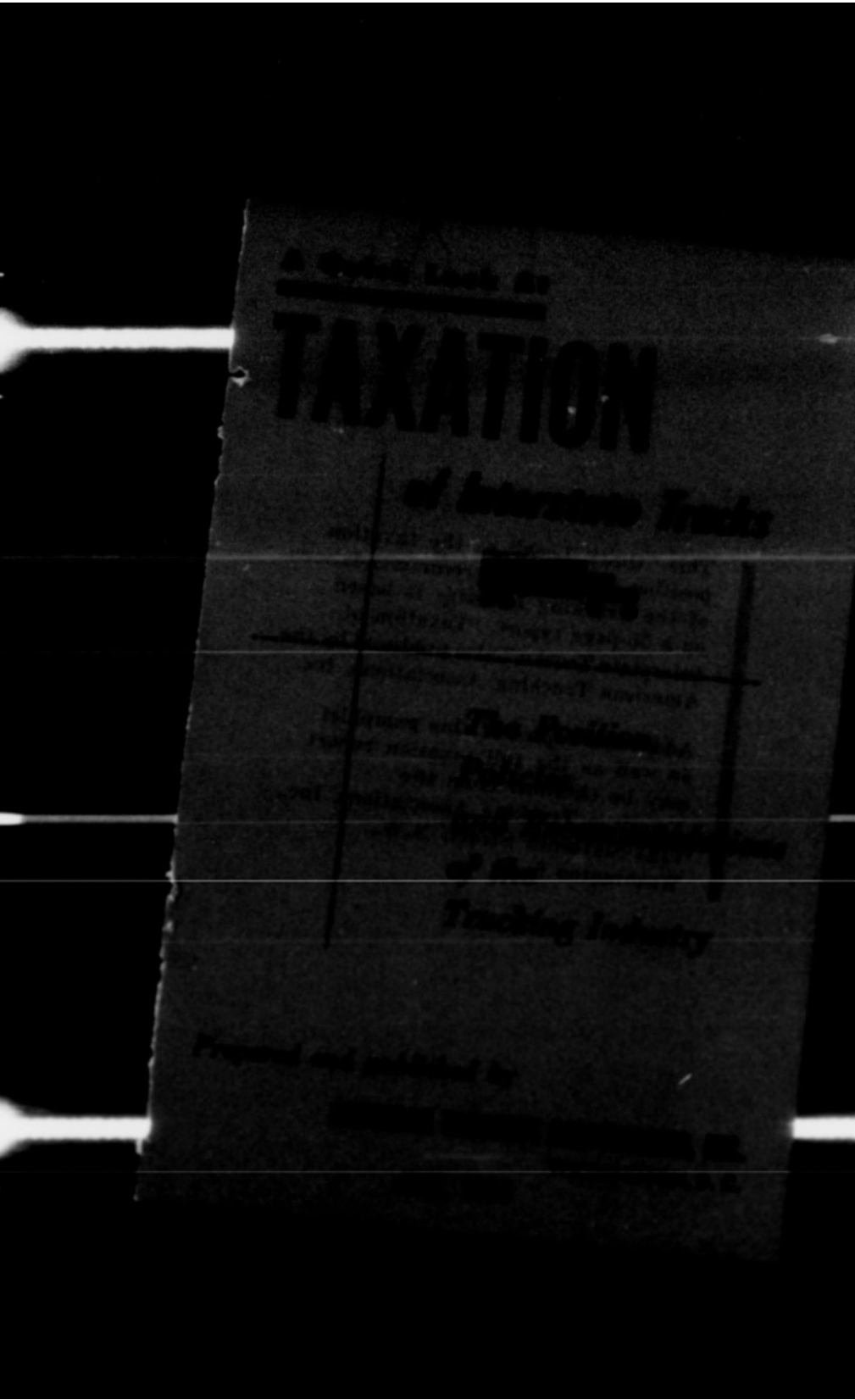
To Mr. Mullenbala

Subject American Trucking Association

Would you kindly check on the status of the \$80,000.00 loan to the American Trucking Association, and also let me have all available documents concerning this matter.

H. J. Gibbons,
Executive Assistant to the
General President

HJG



1A 1001 10100 1

TAXATION

This "Quick Look" at the taxation position, policies and recommendations of the Trucking Industry is based on a 56-page report, "Taxation of Interstate Trucks," also produced by the American Trucking Associations, Inc.

Additional copies of this pamphlet as well as the full taxation report may be obtained from the American Trucking Associations, Inc., 1424 Sixteenth Street, N.W., Washington 6, D. C.

and of reciprocity between the states.
In its statement, however, it is stated that
object is to secure that no state should be
left out of the net of reciprocity.

UNDER well established reciprocity ar-
rangements, a passenger automobile properly
licensed in its home state may operate in
any other state without payment of any
additional license fees or taxes except fuel
taxes.

In the past, similar reciprocity has been
extended by most states with respect to
motor trucks. In recent years, there has
been growing pressure in some states to
approach truck reciprocity in a different
way.

Equitable Tax Sharing Among States Is Goal
Advocates of a change contend that differences in the levels of truck taxes and in the nature of truck operations make it desirable that the tax payments of interstate trucks be equitably distributed among the states through which such vehicles operate.

The Council of State Governments has pro-
posed a program for accomplishing this
objective. The trucking industry agrees
with the objective, but it has strong and
valid objections to the method proposed by
the Council for accomplishing the objective.
The industry proposes a different method
which it believes to be more practical and
which will achieve the same goal.

Under the method proposed by the Council, each state would translate all of its existing taxes on each class of trucks into mileage rates to be paid in lieu of the normal taxes.

Basic Faults in The trucking industry
Mileage Basis raises four basic objections
Proposal Cited to this method. These objections are:

1. Accurate basic data necessary to develop accurate and equitable mileage rates are not available. Thus, the mileage rates would be established on an arbitrary basis, resulting in serious inequities and dislocations.

2. In lieu of registration fees and fuel taxes, which are inescapable, all truck taxes would be paid (or not paid) on a self-assessment basis. Past experiences in states having mileage taxes have proved that the load is carried by the larger fleets. It is impractical to audit the books of owners of only one, two or three trucks, and the bulk of the large vehicles fall in this category. Tax experts know that self-assessments are impractical under such circumstances.

3. Unless the method proposed by the Council were adopted simultaneously in all states, there would be an inevitable breakdown of relations between adopting and non-adopting states, with serious consequences for inter-state commerce and the economy generally.

4. The basic avowed intention of the Council proposal is prevention of Federal intervention, but the plan would defeat its own purpose and make Federal intervention inevitable, either to compel universal adoption or to prevent the destruction that would be wrought by piecemeal adoption.

**Tax, Reciprocity
Solution Urged** The trucking industry recommends that there be only two types of taxes, registration fees and fuel taxes, and that machinery be established to equitably distribute these taxes among the several states. This can be done and, in fact, currently is being done by some states free of the difficulties and dangers that are inherent in the method proposed by the Council.

The method proposed by the industry calls for the preservation and promotion of reciprocity within the framework of the two-structure tax system. This would be achieved by administering and applying the registration fees and motor fuel taxes in such a manner that all the states would receive tax payments from trucks commensurate with their relative use of each state's highways.

Under the industry's proposal, truck fleet operators would register their units in each state, so far as possible, in the ratio in which they operate in those states, thereby giving each state its proportionate share of registration payments.

An equitable distribution of fuel tax payments would be obtained by the application of "fuel-use" laws requiring interstate trucks to pay fuel taxes to each state commensurate with mileage operated in the state.

Inter-State Facts Broken By Added Tax The criticisms of the Council's proposal to apply mileage taxes in lieu of existing fees and fuel taxes apply with even greater force to proposals to apply mileage taxes in addition to the existing fees and fuel taxes. Such taxes also result in serious inequities and are destructive of interstate reciprocity relationships.

Some proponents of such "third-structure" taxes do not even pretend that they are designed to bring about equitable distribution of truck taxes between the states. They are designed to arbitrarily "get something from out-of-state trucks", and they result in substantial increases in truck taxes without any sound justification for such increases.

In an effort to justify such increases, the proponents usually cite a few so-called studies which purport to show that the trucks are failing to pay their fair share of highway costs. In almost every case, such studies are based upon the same fallacious theory of determining the tax responsibility of different types of highway users, namely the ton-mile theory, which has been con-

demned by the U. S. Bureau of Public Roads, the Federal Coordinator of Transportation and other outstanding authorities.

'Singling Out' of Trucking Is Inequitable Objective studies based upon methods recognized as sound by these authorities and even by those who have resorted to the ton-mile method show that trucks are paying their fair share of existing highway rates.

Therefore, although the industry recognizes that in some states additional highway funds may be needed, it objects vigorously to being singled out for unjustified and punitive taxes. Where the need for additional funds is established, the industry has repeatedly indicated its willingness to accept its fair share of across-the-board increases in license fees or fuel taxes.

The folly of any attempt to solve the broad highway revenue problem by saddling a relatively small group of highway users with exorbitant and ham-stringing taxes should be apparent. For example, if the net profits of all the for-hire truck lines in the country were confiscated to raise highway funds, the amount would be less than the amount raised by a one-half cent per gallon tax on fuel, applied to all motor vehicles.

**Statement of Policy
Adopted by the Executive Committee of
American Trucking Associations, Inc.,
March 12, 1954**

1. It is the position of the industry that highway use taxes should be limited to registration fees and fuel taxes, and that such taxes can be and should be equitably distributed among the states.

The industry believes that past failure of the industry and the states to apply the principles of proportionate distribution of these first and second structure taxes among the states, in accordance with the principles contained herein, precipitated the levying of third structure taxes, which have been a primary factor in the breakdown of reciprocity between the states.

2. Any vehicle on which a license fee is paid to a state entitled to the revenue should have the right to operate in any other state without the payment of any additional highway use fees or taxes of any kind except fuel taxes.

The state, which is the residence of the owner, or a principal place of business of the carrier, should be entitled to the license fees in all cases where fair and practicable.

In order to guarantee a fair distribution of the license fees between states, any state, or group of states, should have the authority to enter into agreements with multi-vehicle fleet carriers operating in more than one

state for the proportional distribution of license fees, where not prohibited by state law, to the end that reciprocity shall be full, complete and automatic.

3. We desire that each state shall receive its equitable proportion of fuel taxes paid by operators of trucks and that the equitable portion to be allocated shall be computed on the basis of miles operated in the state as compared to total miles operated; that fraction to be applied to total fuel used in propelling vehicles on the highway.

4. The level of taxes to be paid by users of highways to be left to self determination by each state, except where such level of taxation becomes an undue burden upon the free flow of interstate and foreign commerce, in which case the American Trucking Industry reserves the right to request review, investigation and possible action by the United States Congress.

5. The tax program shall encourage the free flow of interstate and foreign commerce guaranteeing maximum compliance with minimum administrative cost.

6. That motor carrier operations conducted wholly or partially in interstate and foreign commerce shall be considered to be unduly burdened should they be required to pay proportionately more taxes and fees for highway usage than are assessed by the state against similar or like intrastate operations.

7. That uniformity in the method of application of highway user taxes is highly desirable and should be an industry objective, but that appropriate state action to insure alternate applications to meet the needs of a variety of operations should be permitted.

8. That the application by the states of fees and taxes under formulae which produce a result of taxing more than 100% of a carrier's property, income or operations is considered to be an undue burden on interstate and foreign commerce in the aggregate, and must be avoided.

9. That the amount of tax or fee paid as a prerequisite to the licensing of any vehicle shall, in cases of combination of vehicles, apply on the power unit in all except a minimum amount to cover the cost of identification of the trailer or trailers.

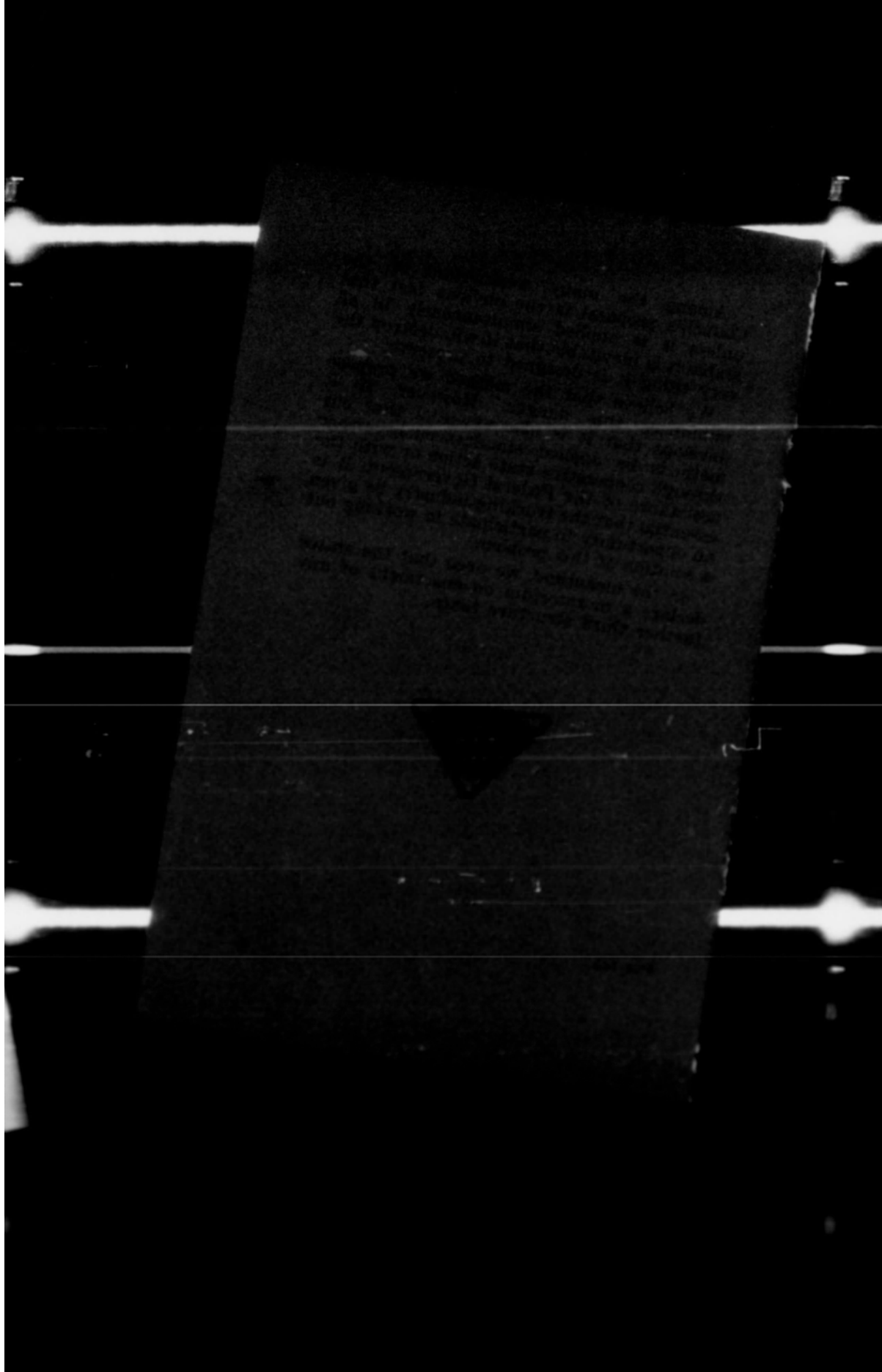
In the statement adopted by the Executive Committee of American Trucking Associations, and delivered to the Jan. 23, 1954 meeting in Atlanta, Ga., of the Executive Committee of the Governors' Conference, we expressed sympathy with the underlying principle of the plan proposed by the Council of State Governments.

We believe the program outlined in the nine points above can carry out the principle of the Council's proposal and remove the many objections inherent in the methods proposed by the Council. We urge that our methods be adopted instead.

Among the many weaknesses of the Council's proposal is the obvious fact that unless it is applied simultaneously in all states it is inevitable that it will destroy the very thing it is designed to preserve.

We believe that the method we propose minimizes this danger. However, if it develops that it is also essential that our methods be applied simultaneously either through cooperative state action or with the assistance of the Federal Government, it is essential that the trucking industry be given an opportunity to participate in working out a solution of this problem.

In the meantime, we urge that the states declare a moratorium on enactment of any further third structure taxes.



ADMINISTRATIVE FILE

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X

CALENDAR OF COMING EVENTS

February 9-12 - California Trucking Assn., annual convention,
Biltmore Hotel, Los Angeles

March 20-22 - Colorado Motor Carriers Assn., annual convention,
Broadway Hotel, Colorado Springs

April 13-16 - Western Highway Institute, annual convention, El
Mirador, Palm Springs

April 24-26 - Wyoming Trucking Assn., annual convention, Rock
Springs

May 4-5 - Washington Motor Transport Assn., annual convention,
Yakima

May 6-8 - National Highway Users Conference, Transportation
Congress, Washington, D. C.

October 9-11 - Oregon Trucking Assn., annual convention,
Maitland Hotel, Portland - dates are tentative

November 16-21 - American Trucking Assn., annual convention,
Fontainebleau Hotel, Miami Beach

Note: California Trucking Association usually holds its
regular monthly executive committee meetings on the 4th
Wednesday of each month.

**16th
ANNUAL**

ADMINISTRATIVE FILE
D.T.O.
-x
-x

AMERICAN TRUCKING ASSOCIATIONS, INC.

NATIONAL TRUCK ROADEO

PRESS INFORMATION

Kingsbridge Armory

Oct. 18 - 21

WINNERS CIRCLE

STRAIGHT TRUCK CLASS

Place	Name	City and Company	Points
1			
2			
3			

SINGLE AXLE CLASS

Place	Name	City and Company	
1			
2			
3			

TANDEM AXLE CLASS

Place	Name	City and Company	
1			
2			
3			

FINALS

Class	Name	City and Company	
Straight Truck			
Single Axle			
Tandem Axle			

Kingsbridge Armory

October 21, 1956

SCHEDULE OF EVENTS

1956 ATA National Truck Rodeo

Music

Introduction to the Truck Rodeo

March of Champions

Announcement of Finalists

National Anthem

National Championships

Straight Truck Class

Presentation of State Team Trophy

Music

National Championships

Tractor, Single Axle Semitrailer Class

Presentation of Maroon Award Trophy

National Championships

Tractor, Tandem Axle Semitrailer Class

Music

Announcement of 1956 National Champions

and
Presentation of Awards

Music

Kingsbridge Armory

October 31, 1956

New York City

WELCOME

by C. J. Williams, President

American Trucking Associations, Inc.

We are happy to welcome you to the 1956 National Truck Rodeo of the American Trucking Associations, Inc., to join us in recognizing and honoring the men who are the backbone of the Trucking Industry - our professional drivers.



This afternoon you will see the world's best professional drivers compete for national honors in their profession and demonstrate their skill in maneuvering their vehicles through the most difficult driving tests which could be devised. As you watch these men tread their way through the intricate problems of the Field Test Course, I am sure that you will recognize their skill and that you will join with us in our pride and admiration for the manner in which these men handle the trucks which are the tools of their trade.

The men you will see driving this afternoon are the representatives of the thousands of skilled professional drivers who travel their unending way over the Nation's highways, day and night, in fair weather and foul, to bring the necessities and comforts of life to your door.

It should be a source of comfort and satisfaction to all who travel our streets and highways to know that these men combine the skill demonstrated here today with thorough training and a real appreciation for safety and courtesy.

THE ROADEO

by G. D. Southeimer
Director of Safety
American Trucking Associations, Inc.

Now in its 16th year, the ATA National Truck Rodeo is firmly entrenched as an integral part of the nation-wide safety activities of the American Trucking Industry. As one of the outstanding industrial contests in the nation, the Rodeo has been a living demonstration that the job of piloting a truck is a skilled one and worthy of the respect of all who share the nation's streets and highways.

By meeting the high standards established for entry into Rodeo competition, upwards of 5,000 professional drivers have directly benefited themselves and the Trucking Industry through Rodeo participation. More than that, they have served as an inspiration to hundreds of thousands of other drivers who have striven to meet the records of safe driving and loyal service set by the leaders in their profession.

Besides encouraging higher professional standards in driving skill and job-knowledge through competition, the Rodeo is widely recognized as a valuable tool in the selection and training of drivers. Many individual motor carriers have adapted the Field Test Course, or individual test problems, to their own training needs. The written examinations on Traffic Regulations and Safe Driving Practices, Knowledge of the Trucking Industry, Fire Prevention and Control, and First Aid have conclusively shown that the true professional is not only a good driver, but has a well-rounded knowledge of his job. Progressive motor carriers now test prospective drivers on their knowledge of all aspects of their jobs.

Lastly, the ATA National Truck Rodeo has inspired other organizations such as the U. S. Junior Chamber of Commerce, the U. S. Air Force, the U. S. Post Office Department, and others to establish their own Rodeos, and ATA has been proud and happy to work with these groups in spreading the Rodeo idea.

1955 NATIONAL CHAMPIONS



Aubrey L. Harper
Super Service Motor Frit. Co.
Chattanooga, Tennessee
Straight Truck Champion
(Mr. Harper will not compete
in the 1956 ATA National
Truck Rodeo)



Covert Flucks
W. Ford Johnson Cartage, Inc.
Dearborn, Michigan
Tractor, Single Axle
Semitrailer Champion



James S. Jackson
Pilot Freight Carriers, Inc.
Winston-Salem, N. C.
Tractor, Tandem Axle
Semitrailer Champion

1956 STATE ROADEO CHAMPIONS



Alvin B. Snyder
Valley Lines
California



Casimer F. Leske
Gra. F. Alger Company
Illinois



William Metach
Gra. F. Alger Company
Illinois



Donald Wigent
Long Transportation Company
Michigan



Alex V. Menapace
Blair Transit Company
Michigan



Russell J. Keddie
Blair Transit Company
Michigan



Theodore J. Dumas
Nashua Motor Express, Inc.
New Hampshire



Norman J. Whitthouse
W. A. Stackpole
Mr. Trans. Inc.
New Hampshire



John Leeder
Hill Lines, Inc.
New Mexico

Wilburn T. Chandler
Decatur Transit Truck Line
Alabama

Andrew J. Terry
Decatur Transit Truck Line
Alabama

James A. Tucker
Harvey Ragland Company
Alabama

Robert M. Wurnnest
Central Transfer Company
Illinois

1956 STATE ROADEO CHAMPIONS



Ross Montoya
San Juan Basin Lines
New Mexico



Demp Willis
Creamland Dairies, Inc.
New Mexico



Perry H. Reid
Pilot Freight Carriers, Inc.
North Carolina



Charles W. Riley
Carolina Freight
Carriers Corp.
North Carolina



Myron E. Keeler
McLean Trucking Company
North Carolina



Dale G. Milhnan
Snyder Bros. Motor Freight
Ohio



Hubert Kennedy
National Transit Corp.
Ohio



Everal Kirby
Motor Cargo, Inc.
Ohio



Frank C. Brown
The Mason & Dixon Lines, Inc.
Virginia

Walter Martinson
Consolidated Freightways
Montana

Richard Oliver
N. P. Transport Company
Montana

Bernard P. Kowalski
Tacy's Express
New York

Jacob T. Roberts, 3rd
Roberts Express
New York

1956 STATE ROADEO CHAMPIONS



Leland H. Hellestad
Express Freight Lines, Inc.
Wisconsin



John E. Stillings
Motor Transport Company
Wisconsin



David K. Bolton
Gateway Transportation Co.
Wisconsin



Donald R. Perryman
Tacy's Express
New York



Joseph S. Lipinski
Baltimore Gas & Electric Co.
Maryland



William Heiser
Davidson Transfer
& Storage Co.
Maryland



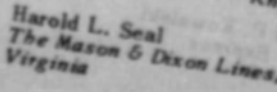
Albert S. Burnette
Super Service Motor Freight Co.
Nashville, Tennessee



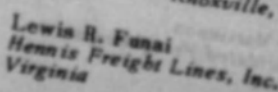
Ray Maynard
Associated Transport, Inc.
Knoxville, Tennessee



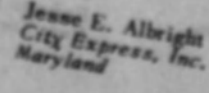
Lavator Sutton
Associated Transport, Inc.
Knoxville, Tennessee



Harold L. Seal
The Mason & Dixon Lines, Inc.
Virginia



Lewis R. Funai
Harris Freight Lines, Inc.
Virginia



Jesse E. Albeight
City Express, Inc.
Maryland

1956 STATE ROADEO CHAMPIONS



TRI-STATE CHAMPIONS
Delaware-New Jersey-Pennsylvania

The drivers pictured above are the state champions selected in Tri-State Roaddeo Competition. From left to right the first three drivers are the Delaware Champions, the second three drivers are the New Jersey Champions and the last three are Pennsylvania Champions.

They are: Delaware Champions -

Straight Truck Champion Robert W. Currie, Marco Trucking Company, Milford.
Single Axle Champion John Van der, Burrie Food Distributors, Milford.
Tandem Axle Champion, and Tri-State Champion in this class, Melvin L. Cox, Westlyn Transport Company, Wilmington.

New Jersey Champions -

Straight Truck Champion, and Tri-State Champion in this class, William J. Yeare, Pilot Freight Carriers, Inc., New Brunswick.
Single Axle Champion Andrew J. Demers, Mahon's Express, Newark.
Tandem Axle Champion William McKeever, Massie & Dean Lines, Scranton.

Pennsylvania Champions -

Straight Truck Champion Edward E. Corallo, Pike Freight Carriers, Inc., Philadelphia.
Single Axle Champion, and Tri-State Champion in this class, Howard J. Padliner, Motor Cargo, Inc., Allentown.
Tandem Axle Champion William S. Brackbill, Coastal Tank Lines, York.

Mr. Padliner also won the title of overall Tri-State Champion for compiling the highest Roaddeo score.

For two consecutive years Delaware, New Jersey and Pennsylvania have conducted a Tri-State Roaddeo. Each of these events has been highly successful and has brought tremendous recognition to the industry for its safety efforts. In the two years of Tri-State competition over 150 drivers have completed for Roaddeo Champion titles.

THE ROADEO PROBLEMS

and

How To Score Them

OFFSET ALLEY -

Two rows of barricades set off center (sometimes set aside by side so that the driver must back through one row and drive forward through the other). Barricades are spaced so that the skillful driver can negotiate the test without bumps, scrapes, or stops to reposition. Perfect score is 50 points. Subtract 5 points for each demerit signal given by the test judge.

PARALLEL PARK -

A limited curb parking space. The driver must set his vehicle within 4 inches of the curb without bumping or scraping the barricades or either end and without touching the curb. Perfect score is 50 points. Watch for judges' zone signal and mark it on your score sheet. From this subtract 5 points for each demerit signal given by test judge.

ALLEY DOCK -

Barricades placed to simulate a limited dock space into which the truck must be backed without bumping or scraping. Rear of truck must be within six inches of the dock for a perfect score of 50 points. Watch for judges' zone signal and score the same as for Parallel Park Test.

SERPENTINE -

Barricade set at spaced intervals in the center of a 50 foot street. Driver must weave through barrels, negotiate corridor about 25 feet wide and then weave back through barrels. The driver is allowed to negotiate the test without bump, stop, or scrape. Perfect score is 50 points. Subtract five points for each demerit signal given by test judge.

STRAIGHT LINE -

Seven sets of two rubber balls each set on two lines so that two lines of balls face each other. The driver must run the right corner of his vehicle between these lines. The lines are widely separated at the beginning of the test and narrow to the middle to a gap of the two width plus four inches, opening gradually to a wider gap at the end of the test. Perfect score is 50 points. Subtract five points for each ball knocked off too. Judges will also demerit for each ball touched by a tire.

STOP LINE -

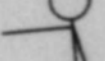
A four inch wide white line eight feet long. The driver must approach and bring his vehicle to a smooth stop within six inches of the line for a perfect score of 50 points. His bumper may not go over the line and he must be within 15 inches of the line to get any score. Correction is permitted one stop only. Watch for judges' zone signal and mark it on your score sheet. Subtract five points for each demerit signal given by the test judge.

(See next page for illustration of judges' signals.)

SIGNALS



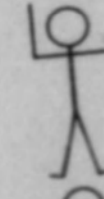
PERFECT SCORE (zone 1)---50 points



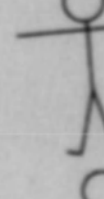
DEMERIT ----- Subtract 5 points (each time
arm is raised)



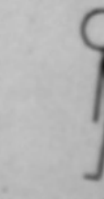
ZONE 1 (0-6 inches from problem)--- 50 points



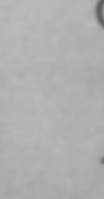
ZONE 2 (6-9 inches from problem)---45 points



ZONE 3 (9-12 inches from problem)---35 points



ZONE 4 (12-15 inches from problem)---20 points



ZONE 5 (more than 15 inches from problem)
and
NO SCORE ---0 points

The ATA National Truck Rodeo Committee

Joseph T. Jenkins, Chairman
Mason and Dixon Lines, Kingsport, Tennessee

Ralph Avvil
Motor Cargo, Inc., Akron, Ohio

Frank Daird-Smith
Refiners Transport & Terminal Corporation, Detroit, Michigan

Ernest M. Barber
Scherer Freight Lines, Ottawa, Illinois

H. D. Carmichael
Standard Oil of Kentucky, Louisville, Kentucky

Frank H. Grinnell
Liberty Mutual Insurance Company, Boston, Massachusetts

A. S. Lombardi
Western Truck Lines, Ltd., Los Angeles, California

Tom Moore
Carolina Freight Carriers Corp., Cherryville, North Carolina

Harry Nordmarken
Hart Motor Express, Inc., Minneapolis, Minnesota

Robert F. Varner
Coastal Tank Lines, York, Pennsylvania

Elmer Dorr
West Shore Express, Inc., Green Bay, Wisconsin

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Evanston, Illinois

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Interstate Commerce Commission, Newark, N. J.

Captain C. E. Walters
Maryland State Police, Waterloo, Maryland

INDEX and OFFICIALS

MANUFACTURERS' ROADEO COMMITTEE

Chevrolet Division, General Motors Corporation

Dodge Division, Chrysler Corporation

Ford Truck Division, Ford Motor Company

Freightliner Trailer Company

Great Dane Trailers

International Harvester Company

Mack Motor Truck Corporation

Trailmobile, Inc.

The White Motor Company

Each year the Manufacturers' Rodeo Committee provides social functions in honor of the Rodeo Champions and affords assistance to the American Trucking Associations, Inc. and to the ATA National Truck Rodeo Committee in the conduct of the Rodeo.

The American Trucking Associations, Inc. and its National Truck Rodeo Committee take this opportunity to extend warm thanks to the Manufacturers shown above for their cooperation and assistance.

"SAFETY IS



NO ACCIDENT"

AMERICAN TRUCKING ASSOCIATIONS, INC.

National Truck Rodeo

Kingsbridge Armory

New York City

October 21, 1956

BRIEF BIOGRAPHIES OF ROADEO CONTESTANTS

✓ JAMES S. JACKSON, driver for Pilot Freight Carriers, Inc., of Winston-Salem, N. C., is the 1955 National Truck Roadeo champion for the tandem axle semi-trailer class and will defend that title during the 1956 Roadeo. Jackson, who lives at 3644 Konnoak Drive, Winston-Salem, has been employed by the Pilot Freight Carriers, Inc., for the past 9 years and has a 5-year, 400,000 mile no-accident record. He was fourth place winner in the tandem axle class of the North Carolina Motor Carriers' Association Roadeo in 1953 and first place winner in 1954 and 1955. He took third place in his first National Truck Roadeo in Chicago, Ill. in 1954 and won the championship in the tandem axle class in Washington in 1955. As defending champion he did not have to qualify in his state contest this year to participate in the National contest.

Married and the father of two children, James S., Jr., 6, and Carla Mae, 3, Mr. Jackson usually operates on the New York to Winston-Salem run. He is a member of the Truck Driver's Association of America, the Moose Club and Teamsters' Local 391, of Greensboro, N. C.

ROBERT L. FLUCKS, driver for the W. Ford Johnson Cartage, Inc., of Howell, Mich., is the 1955 National Truck Roadeo champion for the single axle semi-trailer class and will defend that title during the 1956 Roadeo. Flucks, who lives at 7877 Hipp Street, Dearborn, Mich., has been employed by the Johnson Cartage Co. for 15 of his 25 years as a truck driver. He has a 5-year, 165,000 mile accident-free record. Mr. Flucks has qualified for the Michigan Trucking Association's annual roadeo five times, placing third in 1950 and 1953; ninth in 1949 and 1952, and claiming the state championship in 1955 which qualified him for the National Truck Roadeo. As defending champion he did not have to qualify in his state contest this year to participate in the National contest.

Mr. Flucks, who is married and has two children, Larry, 18, and Carry, 12, does local hauling out of his company's Detroit terminal at 524 8th Street. He is a member of the Teamsters' Local 299, of Detroit.

ALABAMA

AMBROS J. TERRY, driver for the Decatur Transit Truck Line, Inc., of Birmingham, Ala., is the Alabama Trucking Association's straight truck champion. He has driven local hauling for his company for the past 7 years of his 12 years as a truck driver. He has driven 300,000 accident-free miles during his service with the Birmingham firm. Mr. Terry, who lives at 4725 40th Place No., Birmingham, is married and has three children, Beth, 11, Lynne, 9, and Wayne, 6.

WILBURN T. CHANDLER, driver for the Decatur Transit Truck Line, Inc., of 1230 Sixth Avenue S., Birmingham, Ala., is the Alabama Trucking Association's single axle semi-trailer champion. Mr. Chandler, who has been a truck driver for the past ten years has never had a chargeable accident during his career and has driven 300,000 miles for the Birmingham firm during the six years he has been with them. A member of the Teamsters' Local 612, of Birmingham, Mr. Chandler has entered the Alabama State Roadeo twice, taking second place in the single axle class in 1955 and first in 1956. A resident of Doona, Ala., he is married and has one child, John, 7.

ALABAMA

JAMES A. TUCKER, driver for the Harvey Ragland Co., of 3500 Third Ave. So., Birmingham, Ala., is the Alabama State Association's tandem axle semi-trailer champion for 1956. Mr. Tucker lives at 5112 Division Ave., Birmingham, has been driving for the Harvey Ragland Co. for the past five years and has driven 200,000 miles during the last four years without an accident. A Navy veteran with service in the South Pacific, Mr. Tucker is married and has three children, Alva, 14; Roger, 9, and Dennis, 6. Last year he took second place in the Alabama State Truck Roadco and this year qualified for the Nationals by placing first in the state contest.

CALIFORNIA

ALVIN E. SRYDER, of 853 Bird Ave., San Jose, Calif., is a driver for the Valley Motor Lines of Fresno, California, and is the California Trucking Association's 1956 single axle champion. A truck driver for the past 27 years, Mr. Snyder has been employed by Valley Lines for 15 years. He has driven 800,000 miles in the last 12 years without a chargeable accident. A member of Teamsters' Local 287, of San Jose, Mr. Snyder also was California single axle champion in 1951, and runner-up in 1952. He is married and has four children, Tom, 24; Shirley, 22; Beverley, 20, and Richard, 17.

Mr. Snyder received an Award of Merit last year for saving a child's life on the highway. He also has been cited for helping motorists and highway patrolmen at the scene of accidents and received a letter of thanks from Pacific Truck Service for his services during a recent fire.

DELAWARE

ROBERT W. CURRIE, driver for the Masten Trucking Co., of Milford, Del., is the Delaware Motor Transport Association's 1956 straight truck champion. Mr. Currie has been a truck driver with the Masten Co., for 10 years and has a 6-year, 200,000 mile accident free record. A veteran of 34 years in the Navy, he is married and has three children, Bobby, 8, Danny, 6, and Karen, 4. He resides in Milford and is a member of the Teamsters' Local 107, of Wilmington, Del. This year is the first time Mr. Currie has entered a state or national roadco.

JOHN VINCENT, driver for the Burris Food Distributors, of Milford, Del., is the Delaware Motor Transport Association's 1956 single axle semi-trailer champion. Mr. Vincent, who lives on Layton Ave., Wyoming, Del., has been a truck driver for the past 11 years and has never been involved in a chargeable accident in the 8 years and 400,000 miles he has driven for the Burris Food Distributors. Married and the father of two children, Eileen Kay, 9, and John Emerson, 5, he is a member of the Teamsters' Local 107, of Wilmington, Del. and was third place winner in the tandem axle class of the 1955 Delaware state roadco.

While his usual run is from Milford to Baltimore, Md., Mr. Currie recently was dispatched to drive to Florida. En route he came upon a car on the highway at night with no lights. He brought his truck to a quick halt and investigated. A woman, the sole occupant of the car, told him the lights on her car had gone bad. Mr. Currie repaired the faulty lights and continued on his trip.

DELAWARE

MELVIN L. COX, driver for the Woolayhan Transport Co., 900 South Beald St., Wilmington, Del., is the Delaware Motor Transport Association's 1956 tandem axle semi-trailer champion. Mr. Cox, who lives on Mill Road, Stanton, Del., has been driving for the Woolayhan Co. for the past 20 years and has a 9-year, 720,000 mile accident free record, operating usually between Wilmington and Jersey City, N. J. A veteran, Mr. Cox served in the Army from 1941 to 1945. As a weapons repairman, he spent part of his Army service in Europe. In 1955, he placed second among Delaware drivers in the tandem axle class of the Tri-State Roadco and was first place in the Delaware, New Jersey and Pennsylvania Tri-State Roadco this year.

ILLINOIS

CARLTON F. LEMKE, driver for the George F. Alger Co., 2510 West 26th Street, Chicago, Ill., is the Illinois Motor Truck Operators Association's 1956 straight truck champion. Mr. Lemke lives at 3627 South Desley Avenue, Chicago.

Local
705
Chicago

WILLIAM METSKE, driver for the George F. Alger Co., 2510 West 26th Street, Chicago, Ill., is the Illinois Motor Truck Operators Association's 1956 single axle semi-trailer champion. He lives at 2308 E. Damen Ave., Chicago.

ROBERT M. WISSENET, driver for the Central Transfer Co., of Bloomington, Ill., is the Illinois Motor Truck Operators Association's 1956 tandem axle semi-trailer champion. Mr. Wissemet lives at 1217 North Linden Street, Bloomington.

MARYLAND

JOSEPH S. LIPINSKI, driver for the Baltimore Gas and Electric Company, of Baltimore, Maryland, is the straight truck champion of the Maryland Motor Truck Association. Mr. Lipinski, who has been driving for his company for the past ten years, has maintained an accident-free record which covered over 200,000 miles. He also was the 1955 straight truck champion for his state and participated in the National Truck Roadco that year. Mr. Lipinski usually covers a local route for his company.

Mr. Lipinski, who lives at 211 South Castle Street in Baltimore, is married and the father of three children, Gerard, 14, Gloria Jean, 8, and Joseph, Jr., 4.

JESSE S. ALBRIGHT, driver for City Express, Inc., Baltimore, Maryland, has an outstanding record of accomplishment in previous years in his state's Truck Roadco. In addition to his award as first place winner in the single axle class in the 1956 Maryland Motor Truck Association's Roadco, Mr. Albright placed first in the tandem axle class in 1951, fourth place in 1953 and third place in 1954 in the same class, and second place in the single axle in 1955. He has been with the same company for the past thirteen years and has rolled up over 550,000 miles of no-accident driving. A member of Local 557 in Baltimore, Mr. Albright lives at 1821 Fairview Avenue in Baltimore.

He is married and the father of four children, Edward, 14; Linda, 10; Craig, 5; and Jesse, Jr. 1.

MARYLAND

WILLIAM E. HEISER, driver for the Davidsen Transfer and Storage Company in Baltimore, Maryland, has an enviable record in state and national Roadco competition dating back to 1948. He first entered the class in that year and emerged as second place winner in the single axle semi-trailer class. Mr. Heiser, who has been with Davidsen for over 14 years and in that time has driven over 460,000 miles without an accident, will compete in the National Truck Roadco for the eighth straight year. In 1955, he placed fourth in the Nationals. Because of his winning in the Maryland Motor Truck Association's Truck Roadco in the single axle class for three or more years, Mr. Heiser has retired the original winner's trophy in that class. This year, he competed and won in the tandem axle semi-trailer class and will represent his state in that class.

Mr. Heiser, a member of Local 557 in Baltimore, has represented the trucking industry and all truck drivers on many occasions. In 1953, he was selected by the Maryland Motor Truck Association as the Maryland Driver of the Year for his outstanding safety record and driving excellence. In that same year, he was the Official Roadco Demonstrator at the University of Maryland's Extension Course for Fleet Safety Supervisors and in that same year appeared on several radio and television programs on behalf of the trucking industry in the interest of promoting highway safety. Also in 1953 and in 1954 and 1955, Mr. Heiser gave demonstrations of the skill required to operate a tractor-trailer before the Junior Chamber of Commerce Association of Bethesda and Silver Spring, Maryland. In those same years, he was the Grand Champion of the Maryland Roadco.

Mr. Heiser, married and the father of two children, William Jr., 19, and Judith, 11, lives at 2010 Hillside Drive, Woodlawn, Maryland.

MICHIGAN

DONALD WIGENT, driver for the Long Transportation Company, Detroit, Michigan, has driven over 260,000 miles without an accident in 18 years with the same company. He is the 1956 champion in the straight truck class of the Michigan Trucking Association. Mr. Wigent, who belongs to Teamsters' Local 299, Detroit, Michigan, handles a local run in that area. In six previous Michigan state roadcos, he has placed among the top finalists in the straight truck class winning his first championship in 1950.

Mr. Wigent is married and has two children, Donald 11, and Phillip, 6. The family resides at 5026 Iroquois Street, Detroit.

ALEX V. MENAPACE, driver for the Blair Transit Company, Saginaw, Michigan, is the Michigan Trucking Association's 1956 champion in the single axle class. He has been with the same company for over 14 years and drives between Saginaw and Midland, Michigan as his usual route. Mr. Menapace, who served with the Air Force for three years during World War II, is a member of Teamsters' Local 486, in Saginaw.

He and his wife, Mareta, live at 3257 South Towerline Road, Saginaw, Michigan.

MICHIGAN

RUSSELL J. KEDDIE, driver for Blair Transit Company, of Detroit, Michigan, has been with that company for the past eight years. He has driven 60,000 miles in the last three years without a chargeable accident and is the Michigan Trucking Association's 1956 champion in the tandem axle class. In 1951 he placed eleventh in the state tandem contests. A member of AFL Local 299, Detroit, he lives with his wife, Mrs. Patricia, and two children, Richard and Janet, at 9266 Rosedale, Allen Park.

MONTANA

WALTER M. MARTINSON, driver for Consolidated Freightways, Billings, Mont., is the 1956 Montana Motor Transport Association's tandem axle champion. He has placed second, third, fourth and sixth in previous state roadshows. Martinson has worked for his present employer for 14 years, the last eight of which he has driven 630,000 miles without a chargeable accident. He served in the Navy during World War II. He and his wife have five children: Jerris Dee, 14; Donna Rae, 12; Bruce, 10; Vickie, 8, and Debra, 1. The family lives at 1427 Park Hill Dr., Billings.

NEW HAMPSHIRE

TED DUMAIS, driver for Nashua Motor Express, Inc., Nashua, is the New Hampshire Truck Owners Association's 1956 straight truck champion. He has been with his present employer for 11 years and has driven 60,000 miles during the past two and one half years without a chargeable accident. His usual run is between Nashua and Boston. He placed second in the 1953 rodeo and sixth in 1955. He is a member of the Knights of Columbus and Teamsters' Local 633 in Manchester. He served from 1941 to 1945 as a medic in the Air Force.

NORMAN J. WHITEHOUSE, driver for the W. A. Stackpole Motor Trans. Inc., Rochester, is the New Hampshire Truck Owners Association's 1956 single axle champion. He has driven more than 800,000 miles in the last 14 years without a chargeable accident. In addition to the 1956 honors, Whitehouse also captured state firsts in 1955 and 1954. In 1952 he was third. In the 1954 nationals he was twelfth and in 1955, eighth. He served in the Army in 1941-42. He is a member of Local 633, Manchester and lives with his wife, Dorothy, and daughter, Judith, 15, at 27 Plant St., Rochester.

NEW JERSEY

WILLIAM J. YATES, driver for the Pilot Freight Carriers, Inc., of Winston-Salem, N. C., is the New Jersey Motor Truck Association's 1956 straight truck champion. Mr. Yates, who lives at 10 Bethany Court, Trenton, N.J., and drives out of Pilot Freight Carriers' New Brunswick, (N.J.) terminal, also was this year's straight truck champion in the New Jersey, Pennsylvania, Delaware Tri-State Rodeo. A local haul driver, Mr. Yates has been with his present company for three years and has an accident-free record for his ten years as a truck driver. A member of Teamsters' Local 701, of New Brunswick, he also drove trucks during his two years of service with the Army from 1951 to 1953. He is married and has one child, Cynthia, 4.

NEW JERSEY

ANDREW J. DEMERS, who drives for Mahon's Express, 20 Napoleon St., Newark, N. J., is the New Jersey Motor Truck Association's single axle semi-trailer champion for 1956. Mr. Demers lives on Crestwood Ave., Nixon, N. J. A member of the Teamsters' Local 478, of Newark, Mr. Demers has been with Mahon's Express for the past 13 years during which time he has maintained a 325,000 mile, accident-free record. He is married and has five children, Linda, 8; Andrew, 6; Karen, 4; Rosemary, 2, and Michael, 6. He is a member of the Moose and was 1956 New Jersey, Pennsylvania, Delaware Tri-State Champion in the single axle class.

WILLIAM P. McKEEVER, a driver for the Mason & Dixon Lines, of Kingsport, Tenn., is the New Jersey Motor Truck Association's 1956 tandem axle semi-trailer champion and was single axle winner of the New Jersey, Pennsylvania, Delaware Tri-State Roadco. He also was winner of the Mason & Dixon company's roadco in 1953 and 1954; third place winner in 1955 and second place winner in the Tri-State contest in 1955. A paratrooper with three and one half years of service during World War II, Mr. McKeever has been with the Mason & Dixon company for the past 11 years, operating from its Secaucus, N. J. terminal. He has a five-year, 110,000 mile accident-free record. A member of the Teamsters' Local 560, of Hoboken, N. J., he lives at 151 Atlantic St., Menlo Park, N. J. with his wife, Charlotte, and two children, Linda, 5, and Janet, 1. He also is a member of the Knights of Columbus.

NEW MEXICO

JOSEPH A. LAMBER, of 429 Mission Ave., Albuquerque, N. M., a driver for the Mill Lines, Inc., of 310 McKinley St., Albuquerque, is the 1956 straight truck champion of the New Mexico Motor Carriers' Association. A local run driver, he has been a truck driver for the past three and one half years, during which time he has had a 50,000 mile accident-free record. He was second place winner of the straight truck class in the 1955 New Mexico state roadco. He is married and has two children, Elaine Marie, 10, and Ruby Christene, 8.

ROSS MONTGOMERY, single axle semi-trailer champion of the New Mexico Motor Carriers' Association, is a driver for the San Juan Basin Lines, of Albuquerque, N. M. Mr. Montgomery, who lives at 3316 Osbaldon Pl. N. W., Albuquerque, has been a driver for the San Juan Basin Lines for the past six years during which time he has driven 127,000 miles without an accident. He operates on the Albuquerque to Antonito, N. M. run. Mr. Montgomery was in the Army from 1946 to 1949 serving as an ammunition carrier in the Field Artillery. In the 1955 New Mexico roadco he was third place in the tandem axle class.

Last June Mr. Montgomery aided a fellow truck driver who suffered a broken ankle. While passing a logging truck on the road, he saw the driver slip while adjusting the chains over his load of logs. Mr. Montgomery stopped and after administering first aid, rushed the driver to a hospital at nearby Parkview, N. M.

DESP WILLIS, who lives at 824 Freeman St. N. W., Albuquerque, N. M., is the tandem axle semi-trailer champion of the New Mexico Motor Carriers' Association. A driver for the Greenland Dairies, Inc., of Albuquerque, he has been a truck driver for the past ten years and has a 7-year accident-free driving record. He has been with the Greenland Dairies for 4 1/2 years, operating on the Albuquerque-Los Alamos route. Mr. Willis, who is married and the father of four children, Dugan, 8; Sandra, 7; Janet Lynn, 4, and Loretta, 1, served in the Marine Corps from 1944 to 1946 as a tractor and truck driver. He was second place winner of the tandem axle class of the New Mexico roadco in 1955.

NEW YORK

DONALD R. PERRYMAN, of 43 Chestnut Street, Albany, N.Y., a driver for Tacy's Express, of Rensselaer, N.Y., is the New York State straight truck champion for 1956. A member of the Teamsters' Local 294, of Albany, Mr. Perryman has never had an accident in the 550,000 miles he has driven during the past 24 years. He has been employed for local delivery by Tacy's Express for the past 11 years. New York's straight truck champion in 1955, he also took seventh in the National Truck Roadshow held last year in Washington, D. C. He is married and has four children, Donald, 19; Arthur, 17; Suzanne, 8, and Diane, 4, and is a member of Merchants #709, Floral Park, L.I.F.E.A.M. The New York State roadshow is sponsored by the Empire State Highway Transportation Association, Inc.

EDWARD P. KOMALSKI, driver for Tacy's Express, of Rensselaer, N.Y., is 1956 single axle champion of the New York State roadshow, sponsored by the Empire State Highway Transportation Association. He has not had a chargeable accident in the two years he has been driving for Tacy's. Mr. Komalski, a member of Teamsters' Local 294, of Albany, is married and has one child, Jeffrey, 6. A veteran, he served with the Army from July 1941 to July 1945 and saw action on the Gilbert Islands, Marshall Island, Saipan and Leyte.

JACOB T. ROBERTS, III, of 272 West Bridge Street, Catskill, N.Y., a driver for the Roberts Motor Express, 22-24 Thacher Street, Albany, N.Y., is the 1956 tandem axle semi-trailer champion of the New York State roadshow sponsored by the Empire State Highway Transportation Association. Mr. Roberts, who has been with Roberts Motor Express for 10 years, drives out of the Catskill terminal on the Poughkeepsie, Newburgh run and has a three-year, 180,000 mile accident-free record. A veteran of the Korean conflict, he is a member the Teamsters' Local 445, of Newburgh, N.Y.

Mr. Roberts has a reputation for being helpful to other motorists on the road. Among his courteous and helpful acts are helping a middle-aged couple out of a car after it skidded on icy pavement and hit a bridge; changing a tire for three women stranded on the highway and helping to change a tire on a truck with a broken spring.

NORTH CAROLINA

PERRY H. REID, of Route 1, Winston-Salem, N.C., a driver for the Pilot Freight Carriers, Inc., of Winston-Salem, is the North Carolina Motor Carriers Association's straight truck champion for 1956. He has been with Pilot Freight Carriers for the past 11 years and has a 6-year, 600,000-mile accident-free record. A member of the Teamsters' Local 391, of Winston-Salem, he drives local delivery trucks. A veteran of the Battle of the Bulge in Germany, he served in the Army from 1944 to 1945 and was awarded three battle stars as a combat infantryman. Mr. Reid is married and has five children; Mary, 15; Patricia, 14; Betty, 12; Virginia, 10, and Perry H., Jr., 9. An old hand at truck roadshows, Mr. Reid has been National Straight Truck Champion twice, winning the National contest in 1952 and 1953. He also was second place winner of the National Truck Roadshow in 1954.

CHARLES W. RILEY, driver for the Carolina Freight Carriers Corp., of Cherryville, N.C., is the North Carolina Motor Carriers Association's single axle semi-trailer champion for 1956. Mr. Riley, who lives at 2730 Catalina Ave., Charlotte, N.C. and drives out of the company's Charlotte terminal, has been a truck driver for 15 years. He has been employed by Carolina Freight Carriers for the past eight years and has a six-year, 200,000 mile accident-free record. He is a member of Teamsters' Local 71, Charlotte. He was the North Carolina single axle champ in 1951, runner-up in 1952 and third place winner of the tandem axle class in 1953. A veteran of three years Army service, Mr. Riley is married and has four children, Charles, 11; Ronald, 9; Patricia, 8, and Debra, 1.

NORTH CAROLINA

MERON E. KESELER, of Salisbury, N.C., is a driver for the McLean Trucking Co., of Winston-Salem, N.C. Tandem axle champion of the North Carolina Motor Carriers' Association, Mr. Keseler operates out of the company's Salisbury terminal. He has been a driver for McLean Trucking Co. for the past nine years and has a four-year, 600,000 mile accident-free record, driving on the local delivery run. Mr. Keseler is a member of the Union Lutheran Church, of Salisbury, and Teamsters' Local 71, of Charlotte, N.C. He is married and the father of three children, Ann, 10; Toni, 8, and Myron, Jr., 5. He is a former Army infantryman.

OHIO

DALE MILBOAB, Ohio Trucking Association's straight truck champion for 1956, is a driver for Snyder Bros. Motor Freight, of 363 Stanton Ave., Akron, Ohio.

ROBERT I. KENNEDY, of 858 Ansdew Ave., Cincinnati, Ohio, is the 1956 single axle semi-trailer champion of the Ohio Trucking Association. Driver for the National Transit Corp., of Detroit, Mich., Mr. Kennedy operates from the company's Cincinnati terminal. Mr. Kennedy has been a truck driver for the past 22 years, 18 of which have been with the National Transit Corp. Holder of a 21-year, 965,000-mile accident-free driving record, he was Ohio's single axle champion in 1951, 1952 and this year. He also took third place in the state contest in 1950; second place in 1954, and third place in 1955. A member of Teamsters' Local 100, of Cincinnati, Mr. Kennedy is an instructor in standard and advanced first aid courses. He is married and has three children, Hubert II, (Butch), 14; Judy, 11, and Dawn Marie, 3. Mr. Kennedy is a member of the St. William's Men's Society of Cincinnati.

EVERAL E. KIRBY, of 2209 Everett Road, Peninsula, Ohio, is an old hand at truck roadshows. A driver for Motor Cargo, Inc., of Akron, he has been first place winner of the tandem axle class of the Ohio State Trucking Association's roadshow for the past four years. In the National Truck Roadshow, he took third place in 1953, fourth in 1954 and third in 1955. A truck driver for the past 30 years, Mr. Kirby has been driving for Motor Cargo for the past 11 years and operates from the company's West Richfield, Ohio, terminal. He holds an eight-year 640,000-mile accident-free record. A member of the Teamsters' Local 24, of Akron, Mr. Kirby is married and has four children, David, 14; Kathy, 13; Susan, 10, and Gene, 2.

PENNSYLVANIA

EDWARD E. COSTELLO, driver for Pilot Freight Carriers, Inc., Philadelphia, is the Pennsylvania Motor Truck Association's 1956 straight truck champion. This is his third national roadshow. He won state championships in both 1953 and 1955. In 1952 and 1954 he placed third in the state contests. Costello has driven 150,000 miles in the last five years without a chargeable accident. He has been with his present employer six-and-one-half years. A member of AFL Teamsters' Local 107, he is married and has two children, Susan, 3, and James, six months. He lives at 3551 Witte, Philadelphia.

EDWARD J. FIDELLER, driver for Motor Cargo, Inc., Allentown, Pa., is the Pennsylvania Motor Truck Association's 1956 single axle champion. This is his fourth state title. He won in 1952, 1953 and 1954. In 1955 he was fourth. In 1952 he placed twentieth nationally; in 1953, fifth; in 1954, seventh. He has driven 130,000 miles in the last eight years without a chargeable accident. All that time he has been with his present employer. He lives with his wife and three children, Linda, 5; Sandra, 6; and Sheila, 4, at 908 Snow St., Catasauque. He is a member of Teamsters' Local 773, Allentown.

PENNSYLVANIA

WILLIAM S. BROADBENT, driver for Coastal Tank Lines, is the Pennsylvania Motor Truck Association's 1956 tandem axle semi-trailer champion.

TENNESSEE

ALBERT S. BURNETTE, of 5024 Regent Drive, Nashville, Tenn., is the Tennessee Motor Transport Association's straight truck champion for 1956. A driver for the Super Service Motor Freight Co., of Pesaler Lane, Nashville, Mr. Burnette has been driving local delivery trucks for the company for the past five years and has a four-year, no-accident record. A member of the Teamsters' Local 327, of Nashville, he also was the Tennessee champion in 1955 and took part in the Nationals held at Washington, D. C.

RAY MAYNARD, 2716 Spencer St., Knoxville, Tenn., is a driver for the Associated Transport, Inc., of New York. Operating out of the firm's Knoxville terminal Mr. Maynard drives the Knoxville-Roanoke, Va., run. Mr. Maynard, who is the Tennessee Motor Transport Association's single axle semi-trailer champion for 1956, has been with Associated Transport for 10 years and has driven 672,000 miles in the last eight years without an accident. A former Army parachute jumper and jumpmaster, he is married and has three children, Janene, 8; Pamela, 7, and Carol, 19.

LAWSON SUTTON, driver for Associated Transport Inc., of New York, is the Tennessee Motor Transport Association's 1956 tandem axle semi-trailer champion. Mr. Sutton, who drives out of the company's Knoxville terminal, has driven 350,000 miles in the past four years for Associated Transport without an accident. A member of the Teamsters' Local 621, of Knoxville, Mr. Sutton is married and has four children, Melissa, 7; Jennie, 5; Charles, 3, and James, 1. A former aviation electrician in the Navy, he is a member of the Junior-Order of United American Mechanics and the Associated Transport Club.

Mr. Sutton recently was credited with aiding passengers of an auto which went out of control on ice and plunged over a 40 foot embankment. Mr. Sutton gave them first aid, called an ambulance and stopped passing motorists to assist him in carrying a young student nurse, who had two broken legs and several wounds, up the embankment.

VIRGINIA

FRANK C. BROWN, driver for The Mason & Dixon Lines, Inc., Roanoke, is the Virginia Highway Users Association's 1956 straight truck champion. It is his second successive title. In 1953 he placed second and in 1952, third. He placed ninth in the 1955 national roadco. He has had no accidents in eight years. He is a member of Local 171, Roanoke. Brown lives with his wife, Edith, and two children, Terana, 6, and Gary, 2, at 3223 Ventnor Rd. S. E., Roanoke.

LEWIS R. FURMAN, driver for Hennis Freight Lines, Inc., Richmond, is the Virginia Highway Users Association's 1956 single axle champion. He lives at 1811 Fourth Ave., Richmond, Va.

HAROLD L. SEAL, driver for Mason & Dixon Lines, Inc., New Market. He is the Virginia Highway Users Association's 1956 tandem axle semi-trailer champion. A newcomer to state and national competitions, Seal has driven the last three years without a chargeable accident. He has two children and lives at Route 2, Woodstock.

WISCONSIN

LELAND E. HILLESTAD, driver for Express Freight Lines, Inc., Milwaukee. He is the Wisconsin Motor Carriers Association's 1956 straight truck champion. Hillestad also captured the 1955 Wisconsin title and went on to grab third place in the national road race. He has never had a chargeable accident in the nearly five years in which he has been driving. He was in the Navy from 1940 to 1946 and went through Pearl Harbor, Midway, Coral Sea, Tolagi, African, Sicilian, Italian and Northern France Campaigns. He lives with his wife, June, and four children, Donna, 9; Jill, 6; Perry, 4, and Larry, 1, at 7005 West Montana St., Milwaukee. He is a member of Local 200, Milwaukee.

JOHN E. STILPINS, driver for the Motor Transport Co., Milwaukee, is the Wisconsin Motor Carriers Association's 1956 single axle champion. Last year he placed fifth in the state. He has driven 520,000 miles in the last 13 years without a single chargeable accident. He lives with his wife, Isetta, at 2068 So. 83rd St., West Allis. The couple have four children Norma, 22; Patsy, 19; Dick, 16, and Jerry, 14. He is a member of Local 200, Milwaukee.

DAVID K. BOLTON, driver for the Gateway Transportation Co., Milwaukee, is the Wisconsin Motor Carriers Association's 1956 tandem axle champion. He has been driving a truck for nine years, the last seven without a chargeable accident. He served in the European theater as a rifleman from 1945 to 1947. He lives with his wife, Louise, and daughter, Shirley, three months, at 1902 So. 75th, West Allis. He is a member of Local 200, Milwaukee.

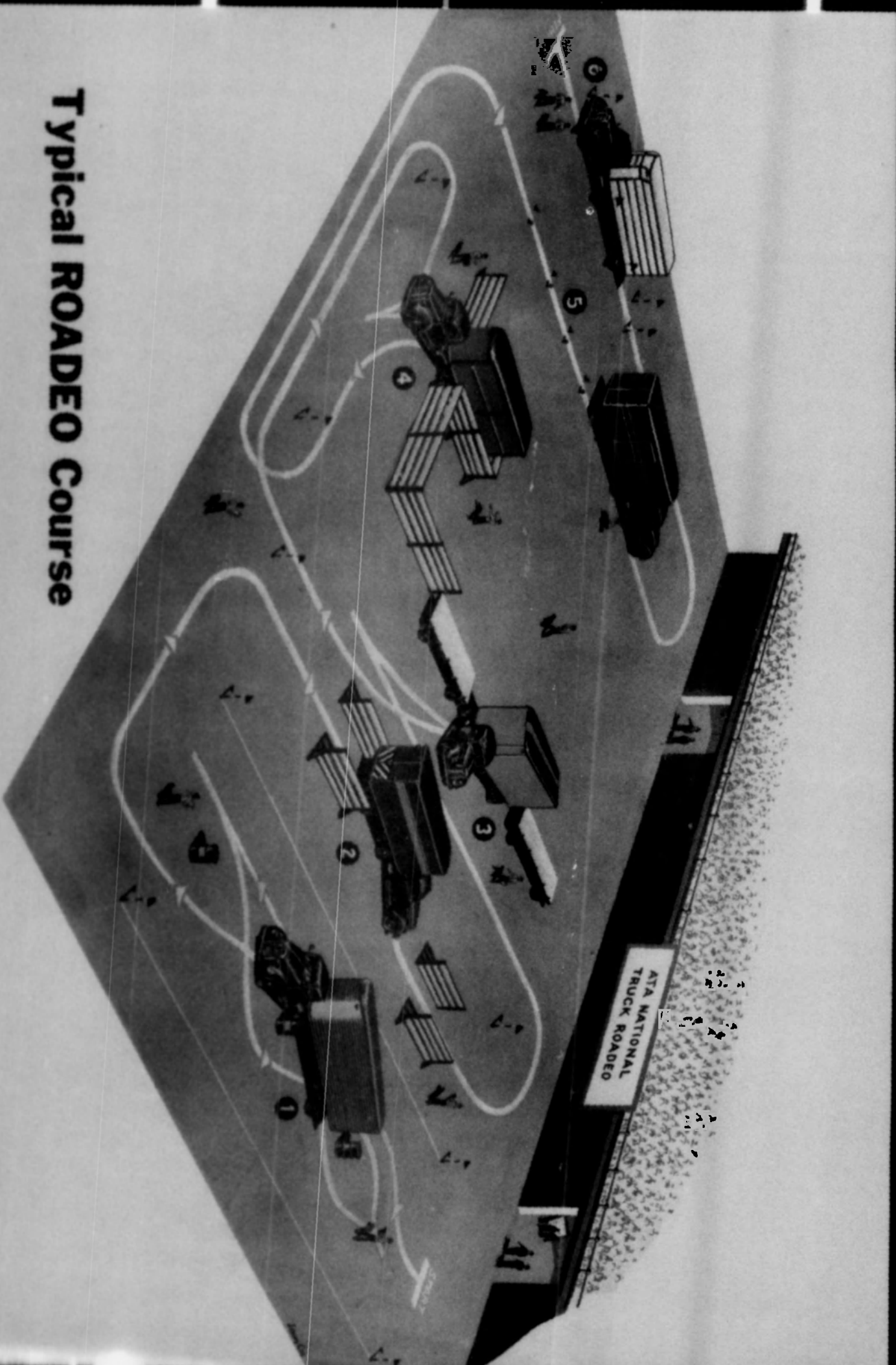
Mr. Bolton recently was credited with saving the lives of two young boys who were out of control on a busy street. The boys were running across the street and Bolton, who was driving a truck, stopped and picked them up. He then drove them to the hospital where they were treated for their injuries. Bolton is a member of the Associated Transport Club.

VERMONT

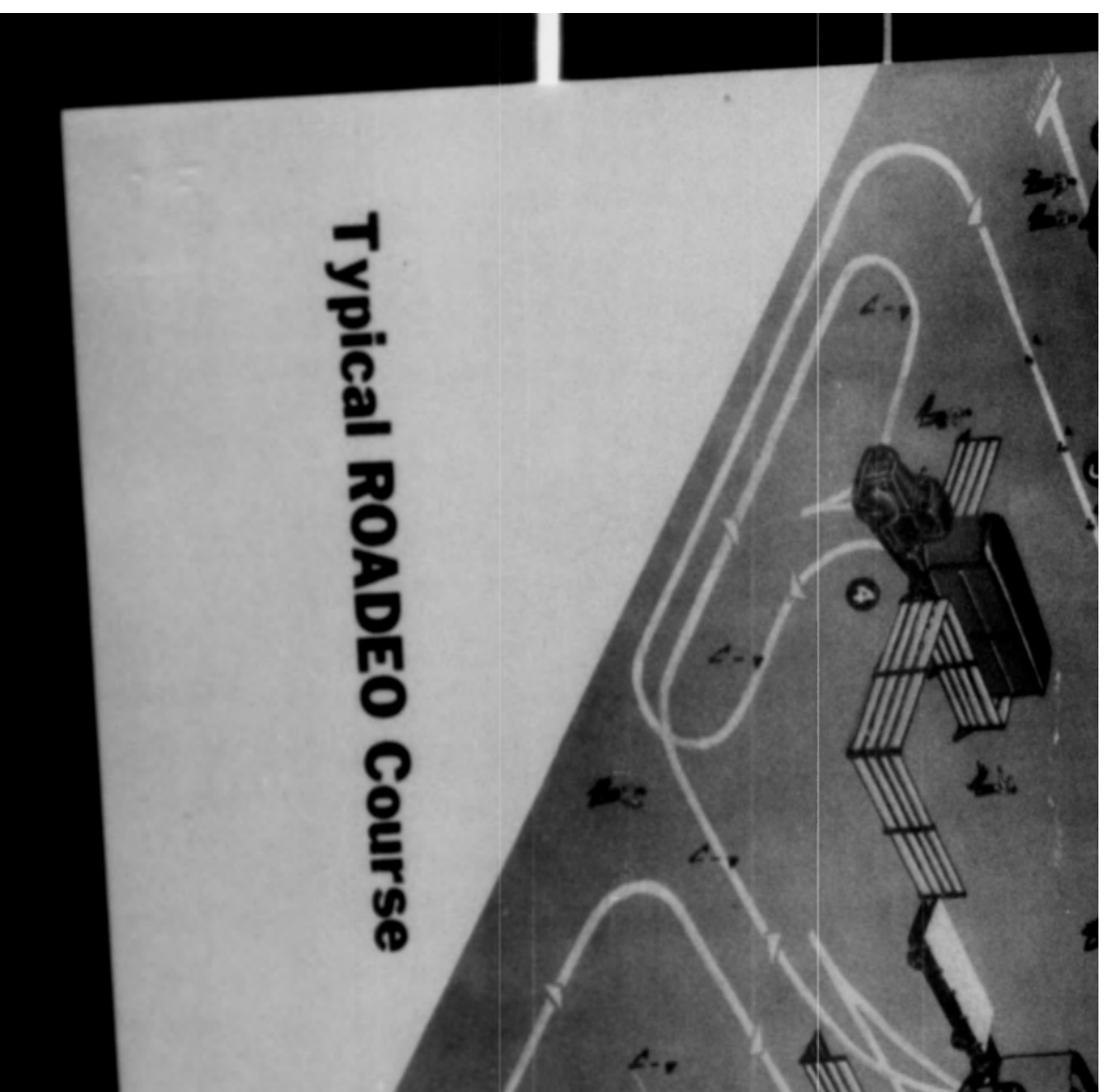
FRANK C. BROWN, driver for The Mason & Dixon Lines, Inc., Montpelier, is the Vermont Highway Users Association's 1956 straight truck champion. It is his second consecutive title. In 1955 he placed second and in 1954, third. He placed ninth in the 1953 national road race. He has had no chargeable accidents in eight years. He is a member of Local 171, Montpelier. Brown lives with his wife, Mildred, and two children, Thomas, 6, and Gary, 3, at 2025 Vermont St., Montpelier.

JOHN R. BROWN, driver for Vermont State Lines, Inc., Montpelier, is the Vermont Highway Users Association's 1956 single axle champion. He placed first in the 1955 national road race. He has had no chargeable accidents in eight years. He is a member of Local 171, Montpelier. Brown lives with his wife, Mildred, and two children, Thomas, 6, and Gary, 3, at 2025 Vermont St., Montpelier.

WILLIAM J. BROWN, driver for Vermont State Lines, Inc., Montpelier, is the Vermont Highway Users Association's 1956 tandem axle champion. He placed first in the 1955 national road race. He has had no chargeable accidents in eight years. He is a member of Local 171, Montpelier. Brown lives with his wife, Mildred, and two children, Thomas, 6, and Gary, 3, at 2025 Vermont St., Montpelier.



Typical RODEO Course



ALABAMA BRIEF BIOGRAPHIES OF RODEO CONTESTANTS

JAMES S. JACKSON, driver for Pilot Freight Carriers, Inc., of Winston-Salem, N. C., is the 1955 National Truck Rodeo champion for the tandem axle semi-trailer class and will defend that title during the 1956 Rodeo. Jackson, who lives at 3644 Elmwood Drive, Winston-Salem, has been employed by the Pilot Freight Carriers, Inc., for the past 9 years and has a 5-year, 400,000 mile no-accident record. He was fourth place winner in the tandem axle class of the North Carolina Motor Carriers' Association Rodeo in 1953 and first place winner in 1954 and 1955. He took third place in his first National Truck Rodeo in Chicago, Ill. in 1954 and won the championship in the tandem axle class in Washington in 1955. As defending champion he did not have to qualify in his state contest this year to participate in the National contest.

Married and the father of two children, James S., Jr., 6, and Carla Mae, 3, Mr. Jackson usually operates on the New York to Winston-Salem run. He is a member of the Truck Driver's Association of America, the Moose Club and Teamsters' Local 391, of Greensboro, N. C.

CONWAY L. FLUCKS, driver for the W. Ford Johnson Cartage, Inc., of Howell, Mich., is the 1955 National Truck Rodeo champion for the single axle semi-trailer class and will defend that title during the 1956 Rodeo. Flucks, who lives at 7877 Mipp Street, Dearborn, Mich., has been employed by the Johnson Cartage Co. for 15 of his 25 years as a truck driver. He has a 5-year, 165,000 mile accident-free record. Mr. Flucks has qualified for the Michigan Trucking Association's annual rodeo five times, placing third in 1950 and 1953; ninth in 1949 and 1952, and claiming the state championship in 1955 which qualified him for the National Truck Rodeo. As defending champion he did not have to qualify in his state contest this year to participate in the National contest.

Mr. Flucks, who is married and has two children, Larry, 18, and Carry, 12, does local hauling out of his company's Detroit terminal at 524 8th Street. He is a member of the Teamsters' Local 299, of Detroit.

ALABAMA

AMEROS J. TERRY, driver for the Decatur Transit Truck Line, Inc., of Birmingham, Ala., is the Alabama Trucking Association's straight truck champion. He has driven local hauling for his company for the past 7 years of his 12 years as a truck driver. He has driven 300,000 accident-free miles during his service with the Birmingham firm. Mr. Terry, who lives at 4725 40th Place No., Birmingham, is married and has three children, Beth, 11, Lynn, 9, and Wayne, 6.

WILBURN T. CHANDLER, driver for the Decatur Transit Truck Line, Inc., of 1230 Sixth Avenue S., Birmingham, Ala., is the Alabama Trucking Association's single axle semi-trailer champion. Mr. Chandler, who has been a truck driver for the past ten years has never had a chargeable accident during his career and has driven 300,000 miles for the Birmingham firm during the six years he has been with them. A member of the Teamsters' Local 612, of Birmingham, Mr. Chandler has entered the Alabama State Rodeo twice, taking second place in the single axle class in 1955 and first in 1956. A resident of Doane, Ala., he is married and has one child, John, 7.

ALABAMA

JAMES A. TUCKER, driver for the Harvey Ragland Co., of 3500 Third Ave. So., Birmingham, Ala., is the Alabama State Association's tandem axle semi-trailer champion for 1956. Mr. Tucker lives at 5112 Division Ave., Birmingham, has been driving for the Harvey Ragland Co. for the past five years and has driven 200,000 miles during the last four years without an accident. A Navy veteran with service in the South Pacific, Mr. Tucker is married and has three children, Alva, 14; Roger, 9, and Dennis, 6. Last year he took second place in the Alabama State Truck Roadshow and this year qualified for the Nationals by placing first in the state contest.

CALIFORNIA

ALVIN B. SKYDER, of 853 Bird Ave., San Jose, Calif., is a driver for the Valley Motor Lines of Fresno, California, and is the California Trucking Association's 1956 single axle champion. A truck driver for the past 27 years, Mr. Skyder has been employed by Valley Lines for 15 years. He has driven 800,000 miles in the last 12 years without a chargeable accident. A member of Teamsters' Local 287, of San Jose, Mr. Skyder also was California single axle champion in 1951, and runner-up in 1952. He is married and has four children, Tom, 24; Shirley, 22; Beverley, 20, and Richard, 17.

Mr. Skyder received an Award of Merit last year for saving a child's life on the highway. He also has been cited for helping motorists and highway patrolmen at the scenes of accidents and received a letter of thanks from Pacific Truck Service for his services during a recent fire.

DELAWARE

ROBERT W. CURRIE, driver for the Masten Trucking Co., of Milford, Del., is the Delaware Motor Transport Association's 1956 straight truck champion. Mr. Currie has been a truck driver with the Masten Co., for 10 years and has a 6-year, 200,000 mile accident free record. A veteran of 34 years in the Navy, he is married and has three children, Bobby, 8, Danny, 6, and Karen, 4. He resides in Milford and is a member of the Teamsters' Local 107, of Wilmington, Del. This year is the first time Mr. Currie has entered a state or national roadshow.

JOHN VINCENT, driver for the Burris Food Distributors, of Milford, Del., is the Delaware Motor Transport Association's 1956 single axle semi-trailer champion. Mr. Vincent, who lives on Layton Ave., Wyoming, Del., has been a truck driver for the past 11 years and has never been involved in a chargeable accident in the 8 years and 400,000 miles he has driven for the Burris Food Distributors. Married and the father of two children, Eileen Kay, 9, and John Emerson, 5, he is a member of the Teamsters' Local 107, of Wilmington, Del. and was third place winner in the tandem axle class of the 1955 Delaware state roadshow.

While his usual run is from Milford to Baltimore, Md., Mr. Currie recently was dispatched to drive to Florida. En route he came upon a car on the highway at night with no lights. He brought his truck to a quick halt and investigated. A woman, the sole occupant of the car, told him the lights on her car had gone bad. Mr. Currie repaired the faulty lights and continued on his trip.

DELAWARE

MELVIN L. COX, driver for the Woolayhan Transport Co., 900 South Beald St., Wilmington, Del., is the Delaware Motor Transport Association's 1956 tandem axle semi-trailer champion. Mr. Cox, who lives on Mill Road, Stanton, Del., has been driving for the Woolayhan Co., for the past 20 years and has a 9-year, 720,000 mile accident-free record, operating usually between Wilmington and Jersey City, N. J. A veteran, Mr. Cox served in the Army from 1941 to 1945. As a weapons repairman, he spent part of his Army service in Europe. In 1955, he placed second among Delaware drivers in the tandem axle class of the Tri-State Roadco and was first place in the Delaware, New Jersey and Pennsylvania Tri-State Roadco this year.

ILLINOIS

CASIMIR F. LEAKE, driver for the George F. Alger Co., 2510 West 26th Street, Chicago, Ill., is the Illinois Motor Truck Operators Association's 1956 straight truck champion. Mr. Leake lives at 3627 South Seely Avenue, Chicago.

WILLIAM MITSCH, driver for the George F. Alger Co., 2510 West 26th Street, Chicago, Ill., is the Illinois Motor Truck Operators Association's 1956 single axle semi-trailer champion. He lives at 2918 No. Damen Ave., Chicago.

ROBERT M. WURMEST, driver for the Central Transfer Co., of Bloomington, Ill., is the Illinois Motor Truck Operators Association's 1956 tandem axle semi-trailer champion. Mr. Wurmeat lives at 1217 North Linden Street, Bloomington.

MARYLAND

JOSEPH S. LIPINSKI, driver for the Baltimore Gas and Electric Company, of Baltimore, Maryland, is the straight truck champion of the Maryland Motor Truck Association. Mr. Lipinski, who has been driving for his company for the past ten years, has maintained an accident-free record which covered over 200,000 miles. He also was the 1955 straight truck champion for his state and participated in the National Truck Roadco that year. Mr. Lipinski usually covers a local route for his company.

Mr. Lipinski, who lives at 211 South Castle Street in Baltimore, is married and the father of three children, Gerard, 14, Gloria Jean, 8, and Joseph, Jr., 4.

JESSE E. ALBRIGHT, driver for City Express, Inc., Baltimore, Maryland, has an outstanding record of accomplishment in previous years in his state's Truck Roadco. In addition to his award as first place winner in the single axle class in the 1956 Maryland Motor Truck Association's Roadco, Mr. Albright placed first in the tandem axle class in 1951, fourth place in 1953 and third place in 1954 in the same class, and second place in the single axle in 1955. He has been with the same company for the past nineteen years and has rolled up over 550,000 miles of no-accident driving. A member of Local 557 in Baltimore, Mr. Albright lives at 1821 Fairview Avenue in Baltimore.

He is married and the father of four children, Edward, 14; Linda, 10; Craig, 5; and Jesse, Jr. 1.

MARYLAND

WILLIAM K. BEISER, driver for the Davidson Transfer and Storage Company in Baltimore, Maryland, has an enviable record in state and national Roadco competition dating back to 1948. He first entered the classic that year and emerged as second place winner in the single axle semi-trailer class. Mr. Beiser, who has been with Davidson for over 14 years and in that time has driven over 460,000 miles without an accident, will compete in the National Truck Roadco for the eighth straight year. In 1955, he placed fourth in the Nationals. Because of his winning in the Maryland Motor Truck Association's Truck Roadco in the single axle class for three or more years, Mr. Beiser has retired the original winner's trophy in that class. This year, he competed and won in the tandem axle semi-trailer class and will represent his state in that class.

Mr. Beiser, a member of Local 957 in Baltimore, has represented the trucking industry and all truck drivers on many occasions. In 1953, he was selected by the Maryland Motor Truck Association as the Maryland Driver of the Year for his outstanding safety record and driving excellence. In that same year, he was the Official Roadco Demonstrator at the University of Maryland's Extension Course for Fleet Safety Supervisors and in that same year appeared on several radio and television programs on behalf of the trucking industry in the interest of promoting highway safety. Also in 1953 and in 1954 and 1955, Mr. Beiser gave demonstrations of the skill required to operate a tractor-trailer before the Junior Chamber of Commerce Association of Bethesda and Silver Spring, Maryland. In those same years, he was the Grand Champion of the Maryland Roadco.

Mr. Beiser, married and the father of two children, William Jr., 19, and Judith, 11, lives at 2010 Hillel Drive, Woodlawn, Maryland.

MICHIGAN

DONALD WIGENT, driver for the Long Transportation Company, Detroit, Michigan, has driven over 250,000 miles without an accident in 18 years with the same company. He is the 1956 champion in the straight truck class of the Michigan Trucking Association. Mr. Wigent, who belongs to Teamsters' Local 299, Detroit, Michigan, handles a local run in that area. In six previous Michigan state roadcos, he has placed among the top finalists in the straight truck class winning his first championship in 1950.

Mr. Wigent is married and has two children, Donald 11, and Phillip, 6. The family resides at 5026 Iroquois Street, Detroit.

ALEX V. MENAPACE, driver for the Blair Transit Company, Saginaw, Michigan, is the Michigan Trucking Association's 1956 champion in the single axle class. He has been with the same company for over 14 years and drives between Saginaw and Midland, Michigan as his usual route. Mr. Menapace, who served with the Air Force for three years during World War II, is a member of Teamsters' Local 486, in Saginaw.

He and his wife, Miretta, live at 3257 South Towerline Road, Saginaw, Michigan.

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MICHIGAN

WILLIAM J. KEDDIE, driver for Blair Transit Company, of Detroit, Michigan, has been with that company for the past eight years. He has driven 60,000 miles in the last three years without a chargeable accident and is the Michigan Trucking Association's 1956 champion in the tandem axle class. In 1951 he placed eleventh in the state tandem contests. A member of AFL Local 299, Detroit, he lives with his wife, Patricia, and two children, Richard and Janet, at 9266 Rosedale, Allen Park.

MONTANA

WALTER E. MARTINSON, driver for Consolidated Freightways, Billings, Mont., is the 1956 Montana Motor Transport Association's tandem axle champion. He has placed second, third, fourth and sixth in previous state roados. Martinson has worked for his present employer for 14 years, the last eight of which he has driven 630,000 miles without a chargeable accident. He served in the Navy during World War II. He and his wife have five children: Jerris Dee, 14; Donna Rae, 12; Bruce, 10; Vickie, 8, and Debra, 1. The family lives at 1427 Pack Hill Dr., Billings.

NEW HAMPSHIRE

TED DUMAIS, driver for Nashua Motor Express, Inc., Nashua, is the New Hampshire Truck Owners Association's 1956 straight truck champion. He has been with his present employer for 11 years and has driven 60,000 miles during the past two and one half years without a chargeable accident. His usual run is between Nashua and Boston. He placed second in the 1953 roados and sixth in 1955. He is a member of the Knights of Columbus and Teamsters' Local 633 in Manchester. He served from 1941 to 1945 as a medic in the Air Force.

NORMAN J. WHITEHOUSE, driver for the W. A. Stackpole Motor Trans. Inc., Rochester, is the New Hampshire Truck Owners Association's 1956 single axle champion. He has driven more than 800,000 miles in the last 14 years without a chargeable accident. In addition to the 1956 honors, Whitehouse also captured state firsts in 1955 and 1954. In 1952 he was third. In the 1954 nationals he was twelfth and in 1955, eighth. He served in the Army in 1941-42. He is a member of Local 633, Manchester and lives with his wife, Dorothy, and daughter, Judith, 15, at 27 Plant St., Rochester.

NEW JERSEY

WILLIAM J. YATES, driver for the Pilot Freight Carriers, Inc., of Winston-Salem, N. C., is the New Jersey Motor Truck Association's 1956 straight truck champion. Mr. Yates, who lives at 10 Bethany Court, Trenton, N.J., and drives out of Pilot Freight Carriers' New Brunswick, (N.J.) terminal, also was this year's straight truck champion in the New Jersey, Pennsylvania, Delaware Tri-State Roados. A local haul driver, Mr. Yates has been with his present company for three years and has an accident-free record for his ten years as a truck driver. A member of Teamsters' Local 701, of New Brunswick, he also drove trucks during his two years of service with the Army from 1951 to 1953. He is married and has one child, Cynthia, 4.

NEW JERSEY

ANDREW J. DEMERS, who drives for Mahon's Express, 20 Napoleon St., Newark, N. J., is the New Jersey Motor Truck Association's single axle semi-trailer champion for 1956. Mr. Demers lives on Crestwood Ave., Nixon, N. J. A member of the Teamsters' Local 478, of Newark, Mr. Demers has been with Mahon's Express for the past 13 years during which time he has maintained a 325,000 mile, accident-free record. He is married and has five children, Linda, 8; Andrew, 6; Karen, 4; Rosemary, 2, and Michael, 6. He is a member of the Moose and was 1956 New Jersey, Pennsylvania, Delaware Tri-State Champion in the single axle class.

WILLIAM P. MCKEIVER, a driver for the Mason & Dixon Lines, of Kingsport, Tenn., is the New Jersey Motor Truck Association's 1956 tandem axle semi-trailer champion and was single axle winner of the New Jersey, Pennsylvania, Delaware Tri-State Roadco. He also was winner of the Mason & Dixon company's roadco in 1953 and 1954; third place winner in 1955 and second place winner in the Tri-State contest in 1955. A paratrooper with three and one half years of service during World War II, Mr. McKiever has been with the Mason & Dixon company for the past 11 years, operating from its Secaucus, N. J. terminal. He has a five-year, 110,000 mile accident-free record. A member of the Teamsters' Local 560, of Hoboken, N. J., he lives at 151 Atlantic St., Manly Park, N. J. with his wife, Charlotte, and two children, Linda, 5, and Janet, 1. He also is a member of the Knights of Columbus.

NEW MEXICO

JOHNIE A. LAMAR, of 429 Mission Ave., Albuquerque, N. M., a driver for the Mill Lines, Inc., of 310 McKialcy St., Albuquerque, is the 1956 straight truck champion of the New Mexico Motor Carriers' Association. A local run driver, he has been a truck driver for the past three and one half years, during which time he has had a 50,000 mile accident-free record. He was second place winner of the straight truck class in the 1955 New Mexico state roadco. He is married and has two children, Klassa Marie, 10, and Ruby Christena, 8.

ROSE MONTGOMERY, single axle semi-trailer champion of the New Mexico Motor Carriers' Association, is a driver for the San Juan Basin Lines, of Albuquerque, N. M. Mr. Montoya, who lives at 3316 Cabalson Pl. N. W., Albuquerque, has been a driver for the San Juan Basin Lines for the past six years during which time he has driven 127,000 miles without an accident. He operates on the Albuquerque to Antonito, N. M. run. Mr. Montoya was in the Army from 1946 to 1949 serving as an ammunition carrier in the Field Artillery. In the 1955 New Mexico roadco he was third place in the tandem axle class.

Last June Mr. Montoya aided a fellow truck driver who suffered a broken ankle. While passing a logging truck on the road, he saw the driver slip while adjusting the chains over his load of logs. Mr. Montoya stopped and after administering first aid, reached the driver to a hospital at nearby Parkview, N. M.

EDDY WILLIS, who lives at 824 Freeman St. N. W., Albuquerque, N. M., is the tandem axle semi-trailer champion of the New Mexico Motor Carriers' Association. A driver for the Cremland Dairies, Inc., of Albuquerque, he has been a truck driver for the past ten years and has a 7-year accident-free driving record. He has been with the Cremland Dairies for 4 1/2 years, operating on the Albuquerque-Los Alamos route. Mr. Willis, who is married and the father of four children, Dugan, 8; Sandre, 7; Janet Lynn, 4, and Loretta, 1, served in the Marine Corps from 1944 to 1946 as a tractor and truck driver. He was second place winner of the tandem axle class of the New Mexico roadco in 1955.

NEW YORK

DONALD R. PERRYMAN, of 43 Chestnut Street, Albany, N.Y., a driver for Tacy's Express, of Rensselaer, N.Y., is the New York State straight truck champion for 1956. A member of the Teamsters' Local 294, of Albany, Mr. Perryman has never had an accident in the 550,000 miles he has driven during the past 24 years. He has been employed for local delivery by Tacy's Express for the past 11 years. New York's straight truck champion in 1955, he also took seventh in the National Truck Roadshow held last year in Washington, D. C. He is married and has four children, Donald, 19; Arthur, 17; Susanna, 8, and Diana, 4, and is a member of Merchants #709, Floral Park, L.I.F.A.A.M. The New York State roadshow is sponsored by the Empire State Highway Transportation Association, Inc.

BERNARD P. KOVALSKI, driver for Tacy's Express, of Rensselaer, N.Y., is 1956 single axle champion of the New York State roadshow, sponsored by the Empire State Highway Transportation Association. He has not had a chargeable accident in the two years he has been driving for Tacy's. Mr. Kovalski, a member of Teamsters' Local 294, of Albany, is married and has one child, Jeffrey, 6. A veteran, he served with the Army from July 1941 to July 1945 and saw action on the Gilbert Islands, Marshall Island, Saipan and Leyte.

JACOB T. ROBERTS, III, of 272 West Bridge Street, Catskill, N.Y., a driver for the Roberts Motor Express, 22-24 Thesher Street, Albany, N.Y., is the 1956 tandem axle semi-trailer champion of the New York State roadshow sponsored by the Empire State Highway Transportation Association. Mr. Roberts, who has been with Roberts Motor Express for 10 years, drives out of the Catskill terminal on the Poughkeepsie, Newburgh run and has a three-year, 180,000 mile accident-free record. A veteran of the Korean conflict, he is a member of the Teamsters' Local 445, of Newburgh, N.Y.

Mr. Roberts has a reputation for being helpful to other motorists on the road. Among his courteous and helpful acts are helping a middle-aged couple out of a car after it skidded on icy pavement and hit a bridge; changing a tire for three women stranded on the highway and helping to change a tire on a truck with a broken spring.

NORTH CAROLINA

PERRY E. REID, of Route 3, Winston-Salem, N.C., a driver for the Pilot Freight Carriers, Inc., of Winston-Salem, is the North Carolina Motor Carriers Association's straight truck champion for 1956. He has been with Pilot Freight Carriers for the past 11 years and has a 6-year, 600,000-mile accident-free record. A member of the Teamsters' Local 391, of Winston-Salem, he drives local delivery trucks. A veteran of the Battle of the Bulge in Germany, he served in the Army from 1944 to 1945 and was awarded three battle stars as a combat infantryman. Mr. Reid is married and has five children; Mary, 15; Patricia, 14; Betty, 12; Virginia, 10, and Perry E., Jr., 9. An old hand at truck roadshows, Mr. Reid has been National Straight Truck Champion twice, winning the National contest in 1952 and 1953. He also was second place winner of the National Truck Roadshow in 1954.

CHARLES W. RILEY, driver for the Carolina Freight Carriers Corp., of Cherryville, N.C., is the North Carolina Motor Carriers Association's single axle semi-trailer champion for 1956. Mr. Riley, who lives at 2730 Catalina Ave., Charlotte, N.C., and drives out of the company's Charlotte terminal, has been a truck driver for 15 years. He has been employed by Carolina Freight Carriers for the past eight years and has a six-year, 200,000 mile accident-free record. He is a member of Teamsters' Local 71, Charlotte. He was the North Carolina single axle champ in 1951, runner-up in 1952 and third place winner of the tandem axle class in 1953. A veteran of three years Army service, Mr. Riley is married and has four children, Charles, 11; Ronald, 9; Barbara, 8, and Debra, 1.

NORTH CAROLINA

MYRON E. KESLER, of Salisbury, N.C., is a driver for the McLean Trucking Co., of Winston-Salem, N.C. Tandem axle champion of the North Carolina Motor Carriers' Association, Mr. Kesler operates out of the company's Salisbury terminal. He has been a driver for McLean Trucking Co. for the past nine years and has a four-year, 600,000 mile accident-free record, driving on the local delivery run. Mr. Kesler is a member of the Union Lutheran Church, of Salisbury, and Teamsters' Local 71, of Charlotte, S.C. He is married and the father of three children, Ann, 10; Toni, 8, and Myron, Jr., 5. He is a former Army infantryman.

OHIO

DALE MITCHELL, Ohio Trucking Association's straight truck champion for 1956, is a driver for Snyder Ercal Motor Freight, of 363 Stanton Ave., Akron, Ohio.

ROBERT I. KENNEDY, of 858 Academy Ave., Cincinnati, Ohio, is the 1956 single axle unit-trailer champion of the Ohio Trucking Association. Driver for the National Transit Corp., of Detroit, Mich., Mr. Kennedy operates from the company's Cincinnati terminal. Mr. Kennedy has been a truck driver for the past 22 years, 18 of which have been with the National Transit Corp. Holder of a 21-year, 965,000-mile accident-free driving record, he was Ohio's single axle champion in 1951, 1952 and this year. He also took third place in the state contest in 1950; second place in 1954, and third place in 1955. A member of Teamsters' Local 100, of Cincinnati, Mr. Kennedy is an instructor in standard and advanced first aid courses. He is married and has three children, Robert II, (Butch), 14; Judy, 11, and Dawn Marie, 3. Mr. Kennedy is a member of the St. William's Men's Society of Cincinnati.

EVERAL E. KIRBY, of 2209 Everett Road, Peninsula, Ohio, is an old hand at truck roadshow. A driver for Motor Cargo, Inc., of Akron, he has been first place winner of the tandem axle class of the Ohio State Trucking Association's roadshow for the past four years. In the National Truck Roadshow, he took third place in 1953, fourth in 1954 and third in 1955. A truck driver for the past 30 years, Mr. Kirby has been driving for Motor Cargo for the past 11 years and operates from the company's West Richfield, Ohio, terminal. He holds an eight-year 640,000-mile accident-free record. A member of the Teamsters' Local 24, of Akron, Mr. Kirby is married and has four children, David, 14; Kathy, 13; Susan, 10, and Gene, 2.

PENNSYLVANIA

EDWARD E. COSTELLO, driver for Pilot Freight Carriers, Inc., Philadelphia, is the Pennsylvania Motor Truck Association's 1956 straight truck champion. This is his third national roadshow. He won state championships in both 1953 and 1955. In 1952 and 1954 he placed third in the state meet. Costello has driven 150,000 miles in the last five years without a chargeable accident. He has been with his present employer six-and-one-half years. A member of AFL Teamsters' Local 107, he is married and has two children, Susan, 3, and James, six months. He lives at 3551 Witte, Philadelphia.

HOWARD J. FUELLING, driver for Motor Cargo, Inc., Allentown, Pa., is the Pennsylvania Motor Truck Association's 1956 single axle champion. This is his fourth state title. He won in 1952, 1953 and 1954. In 1955 he was fourth. In 1952 he placed twentieth nationally; in 1953, fifth; in 1954, seventh. He has driven 130,000 miles in the last eight years without a chargeable accident. All that time he has been with his present employer. He lives with his wife and three children, Linda, 8; Sandra, 6; and Sheila, 4, at 908 Race St., Catasauque. He is a member of Teamsters' Local 773, Allentown.

PENNSYLVANIA

WILLIAM S. BROADBENT, driver for Coastal Tank Lines, is the Pennsylvania Motor Truck Association's 1956 tandem axle semi-trailer champion.

TENNESSEE

ALBERT S. BURNETTE, of 5004 Regent Drive, Nashville, Tenn., is the Tennessee Motor Transport Association's straight truck champion for 1956. A driver for the Super Service Motor Freight Co., of Peaslee Lane, Nashville, Mr. Burnette has been driving local delivery trucks for the company for the past five years and has a four-year, no-accident record. A member of the Teamsters' Local 327, of Nashville, he also was the Tennessee champion in 1955 and took part in the Nationals held at Washington, D. C.

MAY MAYNARD, 2716 Spencer St., Knoxville, Tenn., is a driver for the Associated Transport, Inc., of New York. Operating out of the firm's Knoxville terminal Mr. Maynard drives the Knoxville-Roanoke, Va., run. Mr. Maynard, who is the Tennessee Motor Transport Association's single axle semi-trailer champion for 1956, has been with Associated Transport for 10 years and has driven 672,000 miles in the last eight years without an accident. A former Army parachute jumper and jump-master, he is married and has three children, Janene, 8; Pamela, 7, and Carol, 19.

LAWTON SUTTON, driver for Associated Transport Inc., of New York, is the Tennessee Motor Transport Association's 1956 tandem axle semi-trailer champion. Mr. Sutton, who drives out of the company's Knoxville terminal, has driven 350,000 miles in the past four years for Associated Transport without an accident. A member of the Teamsters' Local 621, of Knoxville, Mr. Sutton is married and has four children, Melissa, 7; Jennie, 5; Charles 3, and James, 1. A former aviation electrician in the Navy, he is a member of the Junior-Order of United American Mechanics and the Associated Transport Club.

Mr. Sutton recently was credited with aiding passengers of an auto which went out of control on ice and plunged over a 40 foot embankment. Mr. Sutton gave them first aid, called an ambulance and stopped passing motorists to assist him in carrying a young student nurse, who had two broken legs and several wounds, up the embankment.

VIRGINIA

FRANK C. BROWN, driver for The Mason & Dixon Lines, Inc., Roanoke, is the Virginia Highway Users Association's 1956 straight truck champion. It is his second successive title. In 1953 he placed second and in 1952, third. He placed ninth in the 1955 national roadco. He has had no accidents in eight years. He is a member of Local 171, Roanoke. Brown lives with his wife, Edith, and two children, Teresa, 6, and Gary, 2, at 3223 Ventnor Rd. S. E., Roanoke.

LEWIS R. FURRY, driver for Hennis Freight Lines, Inc., Richmond, is the Virginia Highway Users Association's 1956 single axle champion. He lives at 1811 Fourth Ave., Richmond, Va.

HAROLD L. SEAL, driver for Mason & Dixon Lines, Inc., New Market. He is the Virginia Highway Users Association's 1956 tandem axle semi-trailer champion. A newcomer to state and national competitions, Seal has driven the last three years without a chargeable accident. He has two children and lives at Route 2, Woodstock.

WISCONSIN

LELAND E. BELLESTAD, driver for Express Freight Line, Inc., Milwaukee. He is the Wisconsin Motor Carriers Association's 1956 straight truck champion. Bellestad also captured the 1955 Wisconsin title and went on to grab third place in the national roundies. He has never had a chargeable accident in the nearly five years in which he has been driving. He was in the Navy from 1940 to 1946 and went through Pearl Harbor, Midway, Coral Sea, Tolagi, African, Sicilian, Italian and Mortuary France Campaigns. He lives with his wife, Jean, and four children, Donna, 9; Jill 6; Perry, 4, and Larry, 1, at 7005 West Montana St., Milwaukee. He is a member of Local 200, Milwaukee.

JOHN E. SPILLINGS, driver for the Motor Transport Co., Milwaukee, is the Wisconsin Motor Carriers Association's 1956 single axle champion. Last year he placed fifth in the state. He has driven 520,000 miles in the last 13 years without a single chargeable accident. He lives with his wife, Isetta, at 2068 So. 83rd St., West Allis. The couple have four children Norma, 22; Patay, 19; Dick, 16, and Jerry, 14. He is a member of Local 200, Milwaukee.

DAVID E. BOGSON, driver for the Gateway Transportation Co., Milwaukee, is the Wisconsin Motor Carriers Association's 1956 tandem axle champion. He has been driving a truck for nine years, the last seven without a chargeable accident. He served in the European theater as a rifleman from 1945 to 1947. He lives with his wife, Louise, and daughter, Shirley, three months, at 1902 So. 75th, West Allis. He is a member of Local 200, Milwaukee.

Mr. Bogson recently was credited with saving passengers of an auto which went out of control on ice and plunged over a 50 foot embankment. Mr. Bogson gave them out of control on ice and plunged over a 50 foot embankment. Mr. Bogson gave them first aid, called an ambulance and stopped passing motorists to assist him in carrying a young student nurse, who had two broken legs and several wounds, up the embankment.

VIRGINIA

FRANK C. BROWN, driver for The Mason & Dixon Lines, Inc., Richmond, is the Virginia Highway Users Association's 1956 straight truck champion. It is his second consecutive title. In 1955 he placed second and in 1954, third. He placed ninth in the 1953 national roundies. He has had no accidents in eight years. He is a member of Local 177, Richmond. Brown lives with his wife, Edith, and two children, Teresa, 6, and Gary, 2, at 3223 Ventnor Rd. S. E., Richmond.

LEWIS R. FENAL, driver for Richmond Freight Lines, Inc., Richmond, is the Virginia Highway Users Association's 1956 single axle champion. He lives at 1811 Fourth Ave., Richmond, Va.

WENDEL L. SEAL, driver for Mason & Dixon Lines, Inc., New Market, is the Virginia Highway Users Association's 1956 tandem axle semi-trailer champion. A newcomer to state and national competitions, Seal has driven the last three years without a chargeable accident. He has two children and lives at Route 5, Woodstock.

American Trucking Associations
1424 Sixteenth Street N.W.
Washington 6, D.C.

THE STORY OF THE ROADCO

The truck roadco is designed to determine, through a series of stiff competitive events, the contestants' knowledge of safety, courtesy, efficiency and first aid and his skill in handling the type of vehicle used in his particular class of competition. The contestant making the highest total score for all of the events is designated the champion of his class.

The idea of a contest among the Nation's truck drivers was born in 1937 when a group of key officials of the American Trucking Associations met in an effort to institute a program which would promote highway safety, create good will for the trucking industry and add to the prestige of that industry and the men who drive the trucks.

The first National Truck Roadco, participated in by drivers from 21 states, was held in the Fall of 1937, at Louisville, Kentucky. At that time there was only one class of competition. Three years later it was expanded to include three classes. The National Truck Roadcos have been held each year since with the exception of the war years, 1942 through 1945.

There are three standard classes of competition--straight truck, three axle (single axle semi-trailer) and 4-axle (tandem axle semi-trailer).

The first place winner in each class receives a large trophy which he retains as long as he successfully defends his title. He also receives a permanent trophy from ATA. Second and third place winners each receive a small permanent trophy. ATA awards each champion \$50.00 monthly for a year; and each second place winner \$30.00 monthly for a year.

A "National Champion" is chosen in each class of competition. No single "grand champion" for the combined classes is chosen. The tests that determine the champion in each class are not easy and the contestant who makes the highest total score is a true champion.

APPEARANCE AND KNOWLEDGE TEST

The first test is on appearance. The contestant is judged on his appearance and personality. A perfect score totals 10 credit points.

The second test is composed of four written examinations on knowledge of (1) safe driving rules, (2) the trucking industry, (3) first aid, and (4) fire fighting. A perfect score of 25 credit points on each of the first three examinations and 15 credit points on the last gives the contestants a total of 90 credit points.

In this opening group of tests the contestant can gain a total of 100 credit points and be well on his way toward the championship in his class of competition. The ATA booklet, "Things the Professional Truck Driver Should Know" comprises a list of several hundred questions and answers and the questions for the written examinations are based on them.

FIELD TEST

The first test in this series of events is called "Inspection for Equipment Defects." Here the driver must inspect a vehicle as though he were making ready for a trip or tour of duty with the vehicle. The contestant is judged not only on his ability to locate the defects in the vehicle but also on the efficiency of his method of inspection. A perfect score on this test nets the contestant a total of 10 credit points.

After completion of the "Inspection for Equipment Defects", the contestant chooses from the equipment on the field the vehicle he will use in the driving skill tests of the field tests. With the equipment of his choice, the contender is ready to pit his skill in handling the vehicle against all other entrants.

Contestants in the straight truck contest are allotted eight (8) minutes each to complete the driving skill tests; those in the single axle and tandem axle semi-trailer classes are allotted ten (10) minutes. When the allotted time elapses before the contestant finishes the skill tests the contestant will be disqualified.

The skill tests are laid out on the field in order and the contestants are walked over the course from test to test in sequence and what they must do in each test is explained to them. In competition each contestant must follow the sequence of the tests as shown to him. He is required to back his vehicle through a line of three barrels, moving to the left of the first, the right of the second and the left of the third. He then must drive his vehicle forward through the line of barrels, moving to the right of the first, the left of the second and the right of the third. He is graded on the number of times his vehicle touches, scrapes or knocks over the barrels and how smoothly he operates his vehicle. A perfect score in this test will credit him with 45 points.

The contestant is then required to drive his vehicle through the confines of an offset alley problem. He is graded in this test in the same manner as in the test which required him to weave his vehicle through the barrels or markers, and a perfect score in this test will net him 25 credit points.

The contestant also must drive his vehicle in a straight line with the right wheels of the vehicle following a given path. The path allows sufficient space for the wheels to traverse the path without touching or moving the markers, but no more than sufficient space. The contestant is judged by the number of markers touched or moved by the wheels of the vehicle and whether the wheels follow the designated path. By accomplishing this test perfectly the contestant can gain a maximum of 50 credit points.

In another test the driver must park his vehicle parallel to a curb between two parked vehicles, or within a given space. In the test, the tractor and semi-trailer driver must have the semi-trailer parallel to the curb. The event is judged on the distance the vehicle stops from the curb, whether the wheels bump or run over the curb in the maneuver and the number of times the vehicle touches or bumps the parked vehicles or the other barriers used to mark the limits of the parking space. A perfect job of parking gains the contestant 50 credit points.

Another test requires the driver to park his vehicle at an alley dock which is located at the end of a confined space. The vehicle must not touch or bump the dock and must not be farther away than two feet from the dock when the parking is completed. In this test the driver is graded in a manner similar to that of the parallel parking event and by perfectly completing this maneuver the contestant gains 50 credit points.

At the end of the course, the contestant is graded on the distance the foremost part of his vehicle is away from the stop line. The vehicle must not be over the stop line and must be within 15 inches of it for any credit. For perfectly completing this test the contestant will achieve a credit point award of 50 points.

A perfect score for the Equipment Defects Test, the field tests, and the test time in maneuvering them gives the contestant a total of 300 points. This, added to the perfect score of 100 credit points for Appearance and Knowledge tests, makes a grand total of 400 credit points, the maximum obtainable.

The champion driver has to "know his stuff" relative to safe driving rules, the trucking industry, first aid and fire fighting. He has to be a champion in appearance, be well mannered, and courteous, and particularly he must be skilled in the use of his equipment--accurate and fast--but never sacrificing safety for speed.

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FOR IMMEDIATE RELEASE

American Trucking Associations
Waldorf Astoria 4 Y
New York City EL 5-3000

Three Truck Drivers
Win National Rodeo

NEW YORK, N. Y., October 21 -- Three professional truck drivers today were crowned U. S. champions after maneuvering their trucks through an intricate and difficult course to win top honors in their divisions in the American Trucking Associations' National Truck Rodeo which ended here today.

The championships, the trucking industry's highest recognition of safety and driving skill, were won by:

Laland H. Hellestad, 34, of 7005 West Montana Street, Milwaukee, Wis., a driver for Express Freight Lines, Inc., straight truck class.

William Metsch, 30, of 2918 North Damen Ave., Chicago, Ill., who drives for the Geo. F. Alger Co. of Detroit and Chicago, single axle semi-trailer class.

Everal E. Kirby, 49, of 2209 Everett Road, Peninsula, Ohio (between Cleveland and Akron) a driver for Motor Cargo, Inc., of Akron, tandem axle semi-trailer class.

The three drivers were among 49 drivers from 17 states who competed for top honors. The first place winners receive trophies and \$50 a month for 12 months from the American Trucking Associations and second place contestants will receive \$30 per month for 12 months. They are scored on written examinations on highway safety and courtesy rules and in negotiating their vehicles through an obstacle course designed to simulate the most difficult of everyday driving and parking situations involving tolerances of only inches.

Runner-ups in the three classes were:

Straight truck -- Albert S. Burnette, 27, of 5024 Regent Drive, Nashville, Tenn., a driver for the Super Service Motor Freight Co., second; and Edward E. Onstello, 38, of 3551 Witte Street, Philadelphia, who drives for Pilot Freight Carriers, Inc., third place.

Single axle Semi-trailer -- Howard J. Pudliner, 34, of 908 Race Street,

(more)

Catsasauque, (near Allentown) Pa., a driver for Motor Cargo, Inc., second; and Alex V. Menapace, 29, of 3257 South Towerline Road, Saginaw, Mich., an employee of Blair Transit Co., of Saginaw, third.

Tandem axle semi-trailer -- James S. Jackson, 30 of 3644 Konnack Drive, Winston-Salem, N.C., a driver for the Pilot Freight Carriers, Inc., and defending champion, second place; and William K. Haier, 40, of 2010 Hillside Drive, Woodlawn, Md. (a suburb of Baltimore) a driver for Davidson Transfer & Storage Co. of Baltimore, third.

In the tightest match of the day, Jackson staged a staunch defense of his title and lost it by only two points -- scoring 294 to Kirby's 296.

Hellested, who nearly lost out in the semi-finals Friday when he dropped complete credit on the second of eight obstacles, scored a 329 out of a possible 400 in the final contest. A truck driver for only five years, Hellested was straight truck champion of Wisconsin in 1955 and this year. He took third place in last year's national competition.

The champion, who is married and the father of four children, said the Rodeo competition makes him safety conscious throughout the year.

This year's contest was Metach's third try at the national championship. He placed third in 1952 and sixth in 1955 after qualifying by winning the Illinois State title. This year he claimed first by scoring 355 points out of 400. He has driven 250,000 miles during the last 12 years without an accident.

As new single axle champion, he will take home the Truck Trailer Manufacturers Association Trophy which can become his permanently with three successive wins. Covert Flucke, of Dearborn, Mich., did not qualify in the semi-finals.

Kirby, who was taking his fourth shot at the tandem axle crown, also received the coveted Charles G. Morgan Trophy, given annually to a driver for neatness, courtesy, personality, safety record and for being "a living testimonial to the title of Gentlemen of the Highway".

A truck driver for the past 30 years, the 6 foot, 4 inch, 255 lb. champion has been driving for Motor Cargo for the past 11 years and has driven 640,000 miles in the past eight years without an accident.

FOR RELEASE UPON REQUEST

American Trucking Associations, Inc.
1424 Sixteenth Street, N. W.
Washington 6, D. C.

49 EXPERT TRUCK DRIVERS
WILL COMPETE IN N.Y.C.
FOR NATIONAL ROADEO TITLES

WASHINGTON, D.C., October 11 --- Forty-nine expert truck drivers will compete for national championship titles during the sixteenth annual National Truck Roadeo, sponsored by the American Trucking Associations at Kingsbridge Armory, the Bronx, New York, October 18-21.

Purpose of the truck driving competition is to promote highway safety. The roadeo is also designed to honor the nation's professional truck drivers who have distinguished themselves by driving safely, by their skill, and their courtesy. It has been held yearly since 1937, with the exception of the war years.

Every entry in the national contest has qualified by winning similar competitions in his home state. Each has driven at least twelve months without being involved in any accident or collision of any kind. Contestants are judged on their knowledge of all traffic regulations and safe driving practices, first aid, fire prevention and control, and knowledge of the trucking industry, as well as for their skill in completing a closed course driving test in ten minutes or less. Seventeen states are represented by entries this year.

Winners will be announced at Kingsbridge Armory at conclusion of the finale on the afternoon of Sunday, October 21. A national champion driver will be named for each of three classes of trucks, -- straight (or delivery) truck, single axle (tractor and semi-trailer) and tandem axle (trailer with two axles.)

Trophies to be awarded include:

The Bendix-Weatinghouse Trophy for the national champion straight truck driver; the Truck Trailer Manufacturers Association Trophy for the best single-axle tractor semi-trailer driver; the Royce G. Martin Memorial Trophy, (sponsored by the Electric Auto-Lite Company) for the best tandem axle driver; the Charles G. Morgan Memorial Trophy, for the best all round driver; and the State Association Team

(more)

- 2 -

Trophy, (sponsored by the National Association of Automotive Mutual Insurance Companies,) for the highest average scored by the team of drivers from any one state.

Admission to the National Truck Rodeo will be by ticket only. However, spectator tickets may be obtained without charge at the National Truck Rodeo headquarters office at the Belmont-Plaza Hotel on Friday, October 19 and Saturday, October 20. Tickets will also be available at the Kingsbridge Armory, Saturday morning, October 20 from 9:00 a.m. to 12:00, and on Sunday, October 21 between 12:30 p.m. and 2:30 p.m., when final competition will take place.

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Editors: For news about the rodeo contact ATA press rooms at the Belmont Plaza or the Kingsbridge Armory, Oct. 18 through 21.

1956 NATIONAL TRUCK ROADBO CONTESTANTS

Defending Champions

NAME	DRIVER FOR	HOME TOWN
James S. Jackson	Pilot Freight Carriers, Inc.	Winston-Salem, N.C.
Covert L. Plucka	W. Ford Johnson Cartage Inc.	Howell, Mich.

1956 State Champions

Alabama

Ambros J. Terry	Decatur Transit Truck Line, Inc.	Birmingham
Wilburn T. Chandler	Decatur Transit Truck Line, Inc.	Birmingham
James A. Tucker	Harvey Ragland Co.	Birmingham

California

Alvin B. Snyder	Valley Motor Lines Fresno	San Jose
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Delaware

Robert W. Currie	Masten Trucking Co.	Milford
John Vincent	Burris Food Distributors	Milford
Melvin L. Cox	Wooleyhan Transport Co.	Wilmington

Illinois

Casimir F. Leaks	George F. Alger Co.	Chicago
William M. Metach	George F. Alger Co.	Chicago
Robert M. Wurenest (sq)	Central Transfer Co.	Bloomington

Maryland

Joseph S. Lipinski	Baltimore Gas & Electric Co.	Baltimore
William K. Heiser	Davidson Transfer & Storage Co.	Baltimore
Jesse E. Albright	City Express, Inc.	Baltimore

Michigan

Donald Wigant	Long Transportation Co.	Detroit
Alex V. Mesapace	Blair Transit Co.	Saginaw
Russell J. Kaddie	Blair Transit Co.	Detroit
	(more)	

Montana

Walter E. Martinson	Consolidated Freightways, Inc.	Billings
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New Hampshire

Ted Dunais	Nashua Motor Express, Inc.	Nashua
Norman J. Whitabousa	W. A. Stackpole Motor Trans., Inc.	Manchester

New Jersey

William J. Yates	Pilot Freight Carriers, Inc.	New Brunswick
Andrew J. Demers	Mahon's Express	Newark
William P. McKasver	Mason and Dixon Lines, Secaucus, N.J. terminal	Menlo Park

New Mexico

Johnie A. Leeder	Hill Lines, Inc.	Albuquerque
Rosa Montoya	San Juan Basin Lines	Albuquerque
Demp Willis	Creamland Dairies, Inc.	Albuquerque

New York

Donald R. Perryman	Tacy's Express	Albany
Bernard P. Kovalaki	Tacy's Express Rensselaer terminal	Albany
Jacob T. Roberts, III	Roberts' Motor Express	Albany

North Carolina

Ferry H. Reid	Pilot Freight Carriers, Inc.	Winston-Salem
Charles W. Wiley	Carolina Freight Carriers Corp. Cherryville terminal	Charlotte
Myron E. Kealar	McLean Trucking Co. Salisbury terminal	Salisbury

Ohio

Dale Milhoan	Snyder Bros. Motor Freight	Akron
Hubert I. Kennedy	National Transit Corp Cincinnati terminal	Cincinnati
Everal B. Kirby	Motor Cargo, Inc. Akron terminal	Peninsula

(acre)

Pennsylvania

Edward H. Costello	Pilot Freight Carriers, Inc. Phila. terminal	Philadelphia
Howard J. Pudliner	Motor Cargo, Inc. Allentown terminal	Catasauqua
William S. Broadbelt	Coastal Tank Lines Folcroft terminal	Brookville

Tennessee

Albert B. Barnette	Super Service Motor Freight Co.	Nashville
Ray Maynard	Associated Transport, Inc. Nashville terminal	Knoxville
Lawton Sutton	Associated Transport, Inc. Knoxville terminal	Knoxville

Virginia

Frank C. Brown	Mason and Dixon Lines, Inc.	Roanoke
Lewis B. Fernald (cq)	Hanna Freight Lines, Inc. Richmond terminal	Richmond
Harold L. Seal	Mason and Dixon Lines, Inc. New Market terminal	Woodstock

Wisconsin

Leland H. Hellestad	Express Freight Lines, Inc.	Milwaukee
John K. Stillings	Motor Transport Co.	Milwaukee
David K. Bolton	Gateway Transportation Co.	Milwaukee

10/59

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American Trucking Associations, Inc.
1424 Sixteenth Street, N. W.
Washington 6, D. C.

TROPHIES TO BE AWARDED
TO 1956 NATIONAL TRUCK ROADEO CHAMPIONS

Bendix-Westinghouse Trophy

This trophy, sponsored by the Bendix-Westinghouse Automotive Brake Co., of Elyria, Ohio, in the interest of transportation safety, was first presented in 1940. No award was made 1941 through 1945. The 1956 award will be the 13th time it has been offered in competition. It is offered to the straight truck driver whose total truck roadeo point score is highest.

Truck Trailer Manufacturers Association Trophy

Awarded annually to the single axle truck driver whose truck roadeo point score is the highest. Sponsored by the Truck Trailer Manufacturers Association, Washington, D. C., this trophy was first offered in 1950.

The Royce G. Martin Memorial Trophy

First offered in 1954, and sponsored by the Electric Auto Lite Co., of Toledo, Ohio, this trophy is awarded to the tandem axle driver whose truck roadeo point score is highest. This trophy is the second offered in this class, the first having been retired in 1953 by Alex Adamski, whose three consecutive victories in the tandem axle class gave him permanent possession. Adamski has since retired from National Truck Roadeo competition.

The State Association Team Trophy

This is a new trophy (in 1956). Sponsored by the National Association of Automotive Mutual Insurance Companies, it is awarded by American Trucking Associations to the team of state champions whose average national roadeo score is highest. It is a "travelling" trophy to be retained for one year by the State Association whose team of state champions is judged best. Small individual trophies will be given each team member.

(more)

Charles G. Morgan, Jr. Memorial Award

The Charles G. Morgan Memorial Award has been set up by the American Trucking Associations, Inc. as a means of honoring and recognizing the National Rodeo Driver who shows himself to be a living testimonial to the phrase "Gentleman of the Highway".

This award is financed by the half-dollars which Charles Morgan saved as a hobby and which Mrs. Morgan donated to ATA to set up an Award in memory of her husband and of the valuable service which he rendered in the cause of safety. This Memorial Award perpetuates Charles Morgan's service to safety by honoring annually the Driver at the National Truck Rodeo whose combined merits of Courtesy, Safety and Personality are outstanding over those of the other contestants in the National Rodeo.

Selection of the recipient of the Award is based upon the driver's neatness, courtesy, personality, safety record and all around performance at the Rodeo. These are the attributes of a good driver, one who furthers the interests of the trucking industry by winning friends and customers and thereby builds public good will and acceptance of the trucking industry.

Selection of the Award winner is made by the judges in the National Rodeo. Each judge is allotted a number of points which he may divide among the various contestants under consideration or which he may give to one contestant. Candidates for the award do not have to be winners in the Rodeo but they must show a good, basic competitive spirit.

The winner of the Charles G. Morgan, Jr. Memorial Award is presented with a trophy, which he may keep for one year, and with prizes donated by purveyors to the trucking industry.

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(ATA-PR-10/11/56)

And There

ADMINISTRATIVE FILE ☒ *American Trucking Association*
☒ *Safety*

AMERICAN TRUCKING

DEPARTMENT OF SAFETY
G. D. SONTHEIMER
DIRECTOR

Associations, Inc.
1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

August 23, 1956

Note to Editors:

With Labor Day a short time away, traffic problems and traffic safety will be the subject of countless newspaper stories.

Undoubtedly many of these stories are eligible for entry in the annual ATA Newspaper Safety Story Competition, which recognizes and rewards the writing of outstanding stories which assist in making the public more safety conscious.

Prizes of \$500, \$300, and \$100 will be awarded for the three best stories. In addition, the newspapers or wire services which publish the winning stories will receive special plaques for their part in promoting safety.

The stories can be on any phase of traffic safety or accident prevention and will be judged solely on the basis of their effectiveness in promoting safety. The stories must have appeared between May 20th and September 5th and contestants will have until September 15th to get entries to us.

We urge you to consider entering any story or stories with a traffic safety theme which you may have published in your paper during the contest period. We'd like to hear from you.

Very truly yours,

G. D. Sontheimer
G. D. Sontheimer, Director
Department of Safety

P.S. Send all entries to:
Safety Story Competition, c/o ATA
1424 Sixteenth Street, N. W.
Washington 6, D. C.



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

INDUSTRIAL RELATIONS COMMITTEE
American Trucking Associations, Inc.
1624 - 16th Street, N. W.
Washington 6, D. C.

✓ CONFIDENTIAL FILE ✓
American Trucking Assoc.
Invitation
X

George H. Tiernan, Chairman
Benjamin R. Miller, Secretary

August 23, 1956

Mr. Dave Beck, General President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
of America
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Dave:

You can do the trucking industry and your organization a great service by addressing a luncheon meeting at our Seventh Annual National Forum on Trucking Industrial Relations in San Francisco on September 18. Its theme this year will be "Collective Bargaining."

This invitation is extended you by ATA's Industrial Relations Committee in the profound belief that your presence will do much to enhance the constantly improving relationship of labor and management in our industry.

We realize this is short notice but want you to know it is occasioned only by the fact that we were awaiting your return from Europe.

Please tell us that we may plan on having you with us for our mutual benefit.

Sincerely,

Ben Miller

Benjamin R. Miller

BRR:bw

8/27 Telephoned Mr. Miller's
secretary & explained
impossible for D.B.
attend 9/18 Mtg. meeting
this per D.B. request
Ben H.
Kaplan to attend
for Com

From the desk of
JOHN V. LAWRENCE

6/12/56

Hi Ann,

Mr. Frederick J. L. asked us to
send along attached to you pronto.

May P
mp

ADMINISTRATIVE FILE
American Trucking Association

AFFILIATED ASSOCIATIONS
AMERICAN TRUCKING ASSOCIATIONS, INC. X
1424 Sixteenth Street, N. W., Washington 6, D. C.
June 1, 1956

STATE	ASSOCIATION	PRESIDENT
Alabama	J. Douglas Harris, General Manager ALABAMA TRUCKING ASSN., INC. 422 Ball Building Montgomery Phone: 4-7311	W. B. Baxley Fruhauf Trailer Co. 3330 Fifth Avenue Birmingham 4
Arizona	Ellis Wyatt, Secretary-Manager ARIZONA MOTOR TRANSPORT ASSN. Suite 642-43, New First National Bank Bldg. 411 North Central Avenue Phoenix Phone: Alpine 3-2398	Howard Clark Arizona Pacific Tank Lines P. O. Box 6092 Phoenix
Arkansas	Marion G. Ward, Manager ARKANSAS BUS & TRUCK ASSN. INC. 600 Spring Street Little Rock Phone: Franklin 2-6622	Rodney Stewart Fred Stewart Co. Magnolia
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	Walter E. McCarron, Exec. Director ILLINOIS MOTOR TRUCK OPERATORS ASSN., INC. Suite 1229, 30 N. La Salle St. Chicago 2 Phone: Randolph 6-4628	A. P. Nelson Star West Cartage Co. 430 E. Wacker Drive Chicago
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Kansas	J. R. Halladay, Managing Director KANSAS MOTOR CARRIERS ASSN. 2900 South Topeka Boulevard Topeka Phone: 3-9641	James E. Lockwood Knaus Truck Lines 801 East 17th Street Kansas City, Missouri
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Ohio	Ellis S. Perlman, Managing Director OHIO TRUCKING ASSOCIATION Hotel Deshler-Hilton Columbus 15 Phone: Capital 1-5375	Clarence E. Kelley Dixie-Ohio Express Co. 237 Fountain Street Akron 4

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Pennsylvania	Edward Gogolin, General Manager PENNSYLVANIA MOTOR TRUCK ASSN. 7th Floor, Telegraph Bldg. Harrisburg Phone: Cedar 8-8181	James E. Grass, III Seaboard Tank Lines 2202 Riverside Drive Scranton 9
Rhode Island	Mrs. L. M. Daly, Secretary RHODE ISLAND TRUCK OWNERS ASSN. 49 Weybosset St. Providence 3 Phone: Gaspee 1-6666	Samuel Malkin Arrow Transportation Co. 288 Kinsley Street Providence
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South Dakota	E. R. Nelson, General Manager ASSOCIATED MOTOR CARRIERS, INC. OF SOUTH DAKOTA P.O. Box 496, 814 E. Rica Street Sioux Falls Phone: 4-4421	Jack Coome, President C. & R. Transfer Sioux Falls
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Texas	James E. Taylor, Exec. Director TEXAS MOTOR TRANSPORTATION ASSOCIATION, INC. 101 1/2 E. 10th St., P. C. Box 92 Austin 1 Phone: Greenwood 8-2541	Frank Leach The Texas Co. P. O. Box 6171 Dallas

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Utah	L. Darrel Welling, Manager UTAH MOTOR TRANSPORT ASSN. 208 W. 8th St., S., P.O. Box 686 Salt Lake City Phone: Empire 4-6464	A. Fred Dipo Inland Freight Lines 1370 S. Second St., W. Salt Lake City 4
Vermont	Philip H. Marcell, President VERMONT TRUCK & BUS ASSN., INC. c/o Marcell's Motor Express P. O. Box 467 Burlington Phone: 4-5705	Philip H. Marcell Marcell's Motor Express P. O. Box 467 Burlington
Virginia	E. H. Williams, Jr., Exec. Vice Pres. VIRGINIA HIGHWAY USERS ASSN., INC. Box 1397, Jefferson Hotel Richmond 11 Phone: 7-0755	J. H. Cochrane Overnite Transportation 501 S. 14th St. Co. Richmond
Washington	William E. Hicks, Managing Director WASHINGTON MOTOR TRANSPORT ASSOCIATION, INC. 4101 - 4th Avenue, South Seattle 4 Phone: Mutual 0250	Holley I. Smith Okanogan Valley Motor Freight W. 28th Boone Avenue Spokane
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Wyoming	Walter Kingham, Managing Director WYOMING TRUCKING ASSN., INC. 628 West Yellowstone Casper Phone: 2-1579	Con Biedermann Natrona Transfer & Storage Co. Box 573 Casper
Texas	James E. Taylor, Exec. Director TEXAS MOTOR TRANSPORT ASSOCIATION, INC. 101 1/2 E. 10th St., P.O. Box 91 Dallas Phone: Greenwood 8-5541	

ADMINISTRATIVE FILE

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...Address by Mr. Dave Beck, General President,
International Brotherhood of Teamsters, Chauffeurs, Warehousemen
and Helpers of America, presented on Tuesday, October 27, 1953,
1:30 o'clock P. M., at the Luncheon Meeting of the Fiftieth
Anniversary of the American Trucking Industry, Hotel Statler,
Los Angeles, California...

MR. DAVE BECK: Mr. Chairman, Postmaster General,
Mr. Summerfield, Past Presidents of this great Association,
public officials in attendance, distinguished guests, and my
friends of the American Truckers Association:

It is indeed a great privilege to be with you
here on the occasion of the Fiftieth Anniversary of the trucking
industry. I take great pleasure in the fact that this is the
first time the President of our international organization has
addressed the American Truckers Association in convention
assembled.

I know that a great many of the men in front of
me today are but a short distance removed from the part that the
wage earner, represented by our organization, plays in this
industry.

I am fully cognizant of the fact that in many
instances it is but fortune that a number in front of me today
are not driving trucks instead of operating companies, and I make
that statement for this reason: that by virtue of it, you fully
understand the problems that confront the industry.

The ownership of this great trucking industry is not recruited from the bond houses of Wall Street, or from the banking institutions of America. No great financial capital has been developed through the process of banking institutions; but in the overwhelming percentage of instances, this yet infant industry has recruited its great capital primarily from the savings and the sacrifices of physical effort --- the men and women that now engage in the ownership of the trucking industry!

It is my philosophy, and I intend to pursue it in every industry that our labor organization contacts, that its continued existence will be bettered, and the part that we play in it will react to our benefit, contingent upon our ability to make contribution to it.

It is not within the province of the army of wage earners in this industry to make capital investment; and in the overwhelming percentage of instances, that is true to all industries.

There is only one thing in the world that the overwhelming percentage of our people own, and that is their labor! They have no great structure of capital; they do have their physical labor. They band themselves together in a labor organization to sell that labor under collective process to the industry, where they invest it, and that is their investment in industry.

It naturally follows, if you believe in our system of free enterprise, and our competitive structure, and

our form of government, that it is to the interest of those who invest their labor, as well as to those who invest their capital, to conduct their industry in concert with the recognition of the sound principles of our government, and in harmony with the welfare of the great consumers of this country; and certainly, in recognition of every principle that developed industry, and the reaction thereby is beneficial to your investment.

There is no place in this country, in my opinion, for the socialisation of any industry. And I want to give recognition and credit to the Postmaster General for the attempt that he is making to get the government as far as possible out of socialisation of industry.

This great government of ours was erected and built, and the prosperity of its wage earners, and its capital structure came out of competitive practices, with continual recognition of the evolutionary processes that expand the welfare of industry.

If we ever stop, or hesitate, or throw any artificial barriers in the way of evolution by the utilization of every process of mechanization, or any other factor that will increase production, lower cost to the consumer, then indeed will we be traveling in the direction of socialization, or some other arbitrary form of government.

This organization that I have the honor to represent, is the largest organization of labor in the world. Today

it represents approximately one-sixth of the total membership of the American Federation of Labor. It represents a membership, bona fide, tax paid, in the month of August, of 1,397,000. And there is always some delinquency in every organization, and so it is reasonable to assume that we represent a million five hundred thousand wage earners in this organization.

We are a great business organization in ourselves. We represent a treasury position of over thirty-one million dollars. We are building in Washington now a national headquarters that will cost us over four million dollars.

I want to point out here that I completely recognize that whenever you place great power or responsibility in organizations or individuals, they must measure up to that responsibility or they will become a liability to the welfare of the country instead of an asset.

And so I say to you, in this international union we are not going to tolerate anything that is not in concert with a hundred per cent righteous administration of affairs.

Yea, from time to time, among a million five hundred thousand personnel, there will be some that will backslide; there will be some that forget their obligation to their organization and to their citizenship. But they're not alone in the rank of labor.

I was asked one time, speaking right here in Los Angeles, if I could explain why labor had a man like

Mr. Scalise, or Joe Pay, going to the penitentiary in New York. I said, "No, I cannot explain it, except this is a human equation." But, I said that at the time that Mr. Scalise was there, across the corridor from him in the same penitentiary was Mr. Whitney, the President of the New York Stock Exchange. (Laughter)

It was my privilege to serve on the Parole Board in the State of Washington for two and a half years. I was speaking in the Chamber of Commerce one day, and I was asked if I would explain why labor men got into the penitentiary. I said, "My friends, while I'm talking to you now, I'm on the Parole Board of that institution in the State of Washington, and we've got more bankers in there right now than we have had in the history of the place than labor representatives."

The following week a banker came up to me when I was going to speak before the Rotary Club, and said, "Mr. Beck, the statement you made is true, but I wish you would emphasize they were investment bankers and not commercial bankers." (Laughter)

There are a great many things that I hope to accomplish working in harmony with this American Truckers Association.

First, let me give it my endorsement in every way. I think it's a great organization! I do not agree, in any sense, that it has measured up to all of its possibilities; but again, we are a human family, and in evolution we must make our progress by our ability to develop commensurate with the times, and the

responsibility placed upon us.

This great organization of increased capital in the trucking industry, has the same problems that we who invest our labor have. We are confronted in every instance where you are confronted with the same opposition.

Those who would erect artificial barriers to stop the full and rightful progress of this industry, in every sense deter the progress of the wage earner in it the same as they do the capital investment.

I have often said that I do not believe in labor organizations being involved in political action as a premise upon which they should operate.

This great labor movement has been built on economic action and not on political action. But I know, and common sense will dictate to anyone who will analyze that, if the labor movement, or the trucking industry, or the American Medical Association, or any other group, any of them whose interests are violated, as well as their rightful welfare by the processes of legislative action, they will at least temporarily have to siphon off their attention to their primary purpose and become political, at least in part in their activity.

No better is that demonstrated than as I have in mind, for instance, Taft-Hartley legislation. I do not intend to discuss it here; it's a controversial question. But I do say this to you businessmen: I say this to you, my associates in the trucking industry: It was in 1921 or 1923 that a tremendous public

opinion was generated against the wage earners of Great Britain, arising out of an ill-advised general strike. Taking advantage of that molding of adverse public opinion, they set the labor movement of England back fifty years almost overnight by preying upon the mind of prejudicial opinion growing out of one mistake, or more, of labor. But what price did they pay for it? They automatically gave impetus to the British Trade Union movement in the tremendous political action. They forgot almost entirely their economic program, and they continued to develop a tremendous machinery of political action. They went down into the grass-roots of England. They aliphoned off into every phase of their labor conduct an understanding of political action, with what result? Not in one year, not in five years, not in ten years, but it took them more than twenty years. It took them through a process of time when they took advantage of a situation growing out of the war, and then out of the clear sky they took over the entire government of England.

They socialized its banking, its transportation, and a great many of the facets of its economic and social life, in my opinion, not to the benefit of the British wage earner.

And I say to you if the American labor movement in self-preservation is driven into political action, no one can ever tell me that with the membership of sixteen million they cannot develop a great machinery of political action. Not today, not a year from now, maybe not ten years from now, but let the slightest recession occur, and the business life of this country,

as they are developed in that machinery of political action, with intelligence and finance, and the grass-roots organization, they can upset the entire economic life of America.

The same thing can happen in the trucking industry. Competitive carriers initiate action through fair or unfair processes of legislation. They can build up these artificial barriers to stop the evolutionary processes of this competitive industry, and in self-preservation, they can drive you, and they can drive us into political action in self-preservation. It will become mandatory upon us if they compel us.

We should, in my opinion, by unity of relationship between us, take recognition of everything that is beneficial to our mutual welfare.

Now, I'm one that believes 100% in free enterprise and in evolution, and in the processes of mechanization. I do not believe in feather-bedding for labor. I do not believe in it for the railroad industry, or any other industry. (Applause)

I went to say to the trucking industry, I went to say to the Postmaster General, if the consuming public of America, the business people in this country, if they can get better service by virtue of air transportation of mail at a cost as low as trucks can supply it, or rail, then the Postmaster General would be derelict in his duty if he did not see to it that mail was carried by air. (Applause)

I do not subscribe to the right, that the trucking industry has any right to erect on their scene artificial barriers

against the free flow of commerce by waterborne transportation; nor should we, for selfish reasons, either by rail or truck, throw any impediment into the development of the arterial service by water from any place within the continental confines of the United States that is beneficial to the progress of this country.

No one was doing any crying in the early days when the stage coach went out of existence, because the rails came West. No one ever worried very much when horse-drawn vehicles were eliminated, because mechanized trucking industry came into existence.

My friends, unless we are going to get some kind of arbitrary form of government, either socialist or despotic, we must constantly keep in mind that we must make our progress through evolutionary processes.

We must utilize the machinery of the inventive genius of man. We must accommodate it to the forward progress of our country, and to the industries that it will benefit. And we must never lose sight of the fact that our ultimate objective in transportation is to move our products at the lowest possible cost to the consumer, consistent with legitimate profit to the investor, and a recognized standard of wages, hours, and condition America in structure to the invested capital of labor. (Applause)

I pledge to you not only the physical resources of this international union, but its financial resources as well.

I hope that you develop a great and powerful American Truckers Association. I hope you keep your ear turned to the ground to listen to the vibrations of your membership in every nook and corner of America. I hope you get out in front of your problems, recognize them, and not try to apologize for them.

I hope you have regional organization that measures up to their responsibility, but accept in full their allegiance to the great parent organization of the ATA.

If we work in concert with each other on such progressive fields of action, if we recognize that this government of ours far transcends the right of either capital or labor, if we measure up by honorable dealings, if we have character, if our word is as good as gold, if our signature is no better than our word, if our word means everything, then slowly but surely we will surmount the obstacles that, from time to time, may drive us apart, only temporarily.

I never inject the issues of capital and labor in any meeting that I hold with the ATA or its subsidiary bodies, because upon that field our job is to promote this great industry and not drive us for one second apart upon controversial matters.

Teamsters International Union have a great selling job to do not only inside the ATA and its affiliated membership, and to those that do not belong to it, but we have a great selling job to do to the American public. It will take some period of time, but it is my prophecy for any man if he so conducts himself

of recognition of character, and honorable dealings, if the thing that he represents will stand the test of time, truth will always survive.

And I say to you in conclusion, having reached the hour that I was to adjourn, I want to thank you for the opportunity to be with you. I want to pledge you the resources of this international union. I want to share with you in all of your problems, good, bad, and indifferent. And we want to march alongside of you completely recognizing that in this great industry that you represent, we have the only thing God gave us to invest --- our LABOR!

Thank you. (Applause - standing)

GENERAL AUTOMOBILE
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- 11 -

TRUCK-RAIL TRUCE APPEARS TO BE OFF

Renewal of \$250 Million Suit
Charging Monopoly Actions
Threatens in Philadelphia

The "cease-fire truce" between trucking interests and the Eastern railroads since early this year apparently is ended. A renewal of the costly, bitter and long-standing legal feud between the two industries threatens to break out again momentarily.

The truckers have decided to revive a \$250,000,000 damage suit against the railroads in Federal Court in Philadelphia. Their decision to take this step was made at the annual meeting of the American Trucking Association in Washington last month.

Only last spring the motor carriers had agreed to withdraw their suit against the railroads. The latter, in turn, had agreed to withdraw their opposition to a "big truck" bill in the Pennsylvania Legislature. The bill, increasing the weight limit for motor carriers operating in that state, has become law. But even so the suit is not being dropped by the truckers.

Stipulation Demanded
A last-minute stumbling block has prevented the fulfillment of the agreed settlement. The truckers had insisted on a double-barreled proposition. They would withdraw their suit if the railroads and their public relations counsel, Carl Brum & Associates, paid all legal fees and also signed a stipulation.

The stipulation in effect was to read:

"We did all the things we are accused of, but we won't do them any more."

This admission of guilt has been firmly rejected by the railroads after months of negotiation. The railroads have determined they will not sign a stipulation of guilt or any stipulation.

Accordingly, the truckers are reviving their litigation. Although they have started to run a 10-month "war chest" to help cover their legal expenses over the next thirteen months. Next week, representatives of the Pennsylvania Motor Trucking Association and the Eastern Highway Transport Conference and their attorneys will meet in New York to map a program for taking further depositions preliminary to eventual trial of their action in open court.

Suit Instituted in 1933

The suit, formally entitled "Hwy. Motor Freight, Inc., et al. v. Eastern Railroad Presidents Conference, et al.," was originally instituted on Jan. 17, 1933. It charged the defendant railroads had conspired through "repression, slander, bribery and assorted devices" to drive the long-distance truckers out of business, with the objective of "carrying out exclusive, monopolistic spheres of operation in the freight transportation business."

The complaint also charged that the Hwy. Motor Freight organization had been hired by the railroads and it had "immediately initiated a vicious, unrelenting and fraudulent campaign" to "obstruct, hamper and impede interstate transportation by motor vehicle," all in "wilful violation" of the Sherman Antitrust Act. In their reply the railroads said Carl Brum & Associates denied the allegations.

The same reason behind the suit was the fact that similar "big truck" bills—similar to the one enacted into law earlier this year in Pennsylvania—had passed the Pennsylvania Legislature in 1931 and was vetoed on Jan. 21, 1933, by Gov. John A. Bruce. The truckers in their complaint charged that the Hwy. Motor Freight and its "false-front activities" were responsible for the legislature's action at that time.

Dismissal Denied
Federal Judge Thomas J. Clancy on July 21, 1934, refused to dismiss the action after general depositions had been taken by both parties to the suit. All depositions had not been completed when the court, located in Philadelphia, was adjourned. Although the pre-trial examinations were resumed again in September, 1934, after a summer recess, they were suddenly halted.

Over more than a year the suit was held in abeyance. Finally, after a formal "cease-fire" was agreed upon, shortly afterward a bill to increase the weight limit for big trucks was again introduced in the Pennsylvania Legislature. Simultaneously, the Associated Railroads of Pennsylvania announced it could not oppose the measure.

"After a thorough study of the bill," the Associated Railroads said, "we feel it is reasonable in view of the laws of surrounding states." The bill was signed by the Legislature last July and signed by Gov. George M. E. Smith, Governor Rine's successor.

ADMINISTRATIVE FILE

ATA

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Time Inopportune

The threat of renewed litigation with the trucking industry comes at a most inopportune moment for the railroads concerned. The Eastern carriers at the annual meeting of the Association of American Railroads last September in Chicago hoped to set some ultra-industry depositions. At the same meeting a strenuous effort will be made by the industry to form a united front in favor of legislation now pending in Congress that would limit the Interstate Commerce Commission's powers over all forms of transportation.

The A. A. R. has endorsed the proposed legislation with enthusiasm, as have most other students of transportation in general, with the notable exception of the truckers.

12/1/34
for further

ADMINISTRATIVE FILE

ATA

X

X

September 19, 1955

Mr. B. M. Seymour, President
Associated Transport
380 Madison Avenue
New York, New York

Dear Burt:

I want to express my sincere appreciation for your extreme courtesy in arranging the use of the airplane to fly me from Atlantic City to Boston and Washington. It afforded me an opportunity to visit with Dan Tobin which I could not otherwise have had.

I was tremendously impressed with the plane and I think you have made a ten-strike in purchasing this type of equipment. I believe the supercharged plane would be an even greater asset.

I want also to thank you for making the reservations for me at the Ambassador in New York. This will give Mrs. Beck and me an opportunity to have better accommodations than we would be able to get at the Waldorf or some of the other hotels.

Red Condon and I met the other day and I told him that, as quickly as possible, I would go over the matter that we discussed en route to Killarney and be prepared to sit down and see if we can work out an agreement covering a period of five years.

Your letter of August 22 to Neil Curry expresses my thoughts exactly and I am completely in accord.

I am not sure if it is a good move for me to consider the Sonnenberg matter but will give it some immediate attention and within a short period of time will come to a decision. In any event, I certainly want to meet often with Sonnenberg because I think a great deal of him.

With warm regards, I am

Sincerely,

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
IT

DB:aw

ADMINISTRATIVE FILE

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X

X

September 13, 1955

Mr. Neil J. Carry, President
American Trucking Association, Inc.
1424 Sixteenth Street, N. W.
Washington 6, D. C.

Dear Neil:

I don't plan to be in Washington next Monday, which is the 19th and the date by which you said you would be back here. It will be shortly after October first when I return and in the meanwhile, we can be planning for the meeting. I will be in touch with you.

Yours very truly,

DB:aw

DOMESTIC TRUCKING



Office of the President
NEIL J. CURRY

Associations, Inc.
1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

September 2, 1955

Mr. Dave Bach
General President
International Brotherhood of Teamsters
Washington, D. C.

Dear Dave:

I appreciate very much your letter of August 31st and I entirely agree with your thoughts that the Industry and the International Union should be sitting down to devise ways and means to develop our greatest means for strength and protection when Congress convenes in January.

I will be in Washington on September 19th and would like very much to meet with you and discuss setting up a committee that could implement your thoughts.

Very truly yours,

Neil J. Curry
per SA.

Neil J. Curry

NJC:ba



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

ADMINISTRATIVE FILE ✓

ATA ACT
X
X

August 31, 1955

Mr. Nell J. Carry, President
American Trucking Associations, Inc.
1424 16th Northwest
Washington, D. C.

Dear Mr. Carry:

In any event, we should as soon as possible, hold an additional meeting among representatives of the ATA, ACT and our International Union, for the purpose of devising ways and means to develop our greatest possible materially organized strength for protection of our industry when Congress convenes in January and highway legislation is again on the agenda.

I am of the opinion that the development of our industry has created such a serious competitive factor to railroads and others, that we must recognize that the future will not find any solution to our problems except as we harness our resources to meet them. The railroads will continue to erect every possible barrier against us. They will utilize every avenue of contact to make our operations costly and thus impede our progress.

In my judgment, we should meet at a central location with a representative committee from each group to review the matter. We should then determine the formation of a national legislative organization which will encompass every congressional district in all states.

I think we should aim at seventy five to one hundred meetings throughout the United States where representatives of every truck operation and of our local unions would gather and where a complete report can be made of our problem and develop a grass roots organization to cope with it.

I believe we should have a confidential, corrected monthly listing of every employee in our industry and devise ways and means to see that every one of them is registered to vote and, through them, their facilities as far as they can be reached. I have reference to employees of every kind and character.

Mr. Curry
Page 2
August 31, 1955

We should be compiling data as to where the companies and our employees spend their money in a sense that will permit us to build a tremendous source of support for our industry from those who directly or indirectly receive financial gain from our industry. This will also afford avenue to educate an army of support to our industry from those directly benefitting from our operations.

In my opinion, thousands of trucks can be utilized to display advertising that will sell our industry to the general public and impress on politicians and others, the tremendous employment and services we render.


Also, I think we should carefully catalogue every community in the United States which is solely dependent on our industry for transportation. This organized activity should engage in no political action except only where our industry is an issue and then regardless of political party. The potential strength is here to solve our problems but we completely lack organization of the facilities. The cost of doing a job will be great, but insignificant if we can spread it across all operations.

In my opinion, we should not delay perfection of organization in our every avenue of strength and, above all, our political strength, available through educating and organizing our employers and employees and those benefitting from our industry's growth and expansion. This must be done by detailed organization down through the physical structure of our political life into every precinct in every county.

I think we should set an early date to meet with ten or fifteen of our most able people and chart our future course. Our policy should be positive and aggressive. I subscribe to the oft-expressed sentiment that the greatest defense is a militant offense.

Yours very truly,

DB:aw

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS


August 31, 1955

Mr. Neil J. Carry, President
American Trucking Association, Inc.
1424 16th Northwest
Washington, D. C.

Dear Mr. Carry:

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Yours very truly,

DB:aw

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
17

August 31, 1955

Mr. Nell J. Carry, President
American Trucking Associations, Inc.
1424 16th Northwest
Washington, D. C.

Dear Mr. Carry:

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I am of the opinion that the development of our industry has created such a serious competitive factor to railroads and others, that we must recognize that the future will see that any solution to our problems except as we harness our resources to meet them. The railroads will continue to erect every possible barrier against us. They will utilize every avenue of contact to make our operations costly and thus impede our progress.

In my judgment, we should meet at a central location with a representative committee from each group to review the matter. We should then determine the formation of a national legislative organization which will encompass every congressional district in all states.

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Mr. Carry
Page 2.
August 31, 1955

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I think we should set an early date to meet with ten or fifteen of our most able people and chart our future course. Our policy should be positive and aggressive. I subscribe to the oft-expressed sentiment that the greatest defense is a militant offense.

Yours very truly,

DB:ew

ADMINISTRATIVE FILE

ATA
X ACT
X

(Draft of letter from Mr. Beck to be sent to Neil Curry, ATA)

In my opinion, we should as soon as possible, hold a meeting between representatives of the ATA, ACT and our International Union for the purpose of devising ways and means to develop our greatest possible mutually organized strength for protection of our industry when Congress convenes in January and highway legislation is again on the agenda.

In my judgment, we should meet at a central location with a representative committee, perhaps 5 to 7 from each group, and review the matter. We should then determine the formation of a national legislative organization which will encompass every congressional district in all states.

I think we should set up 75 to 100 meetings throughout the United States where every operation and representative of our local unions would gather and where a complete report can be made of our problem and develop grass roots organization to cope with it.

I believe we should have a confidential corrected monthly listing of every employee in our industry and devise ways and means to see that every one of them is registered to vote and, through them, their families as far as they can be reached. I have reference to all employees of every kind and character.

We should be compiling data as to where the companies and our employees spend their money in a sense that will permit us to build a tremendous source of support for our industry from those who directly or indirectly receive financial gain from our industry. This will also afford

2.

us avenues to educate an army of support to our industry from those directly benefitting financially from our industry.

In my opinion, hundreds of thousands of trucks can be utilized to display advertising that will sell our industry to the general public and impress on politicians, etc., the tremendous employment and services we render.

Also, I think we should carefully catalogue every community in the United States which is solely dependent on our industry for transportation. This organized activity should engage in no political action of any kind except only where our industry is an issue and then regardless of political party. The potential strength is here to solve our problems but we completely lack organization of the facilities.

The cost of doing a job will be great but insignificant if we can spread it across the entire industry to those benefitting directly or indirectly.

I am of the opinion that the development of our industry has created such a serious competitive factor to railroads and others that we must recognize the future will not find any solution to our problems except as we harness our resources to solve our own problems. The railroads will continue to erect every possible artificial barrier against us. They will utilize every avenue of contact to make our operations costly and thus impede our progress.

In my opinion, we should not delay perfection of organization in any every avenue of strength and, above all, our political strength,

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available through educating and organizing our employer and employee and those benefiting from our growth and expansion.

This must be done by grass roots detailed organization down through the physical structure of our political life into every precinct in every county. I think we should set an early date to meet with ten or fifteen of our most able people and chart our future course. Our policy should be positive and aggressive. I subscribe to the oft-expressed sentiment that the greatest defense is a militant offense.

Yours very truly,

DB:aw

WAG 5/18/1968
For the [illegible]

from the desk of
DAVE BECK

Ann:

go over this
with Al Weiss & Eddie
if he is in Washington
then send it to Neal
Curry

DB.

from the desk of
DAVE BECK

Neal Curry:

In my opinion we
should hold as soon as
possible a meeting between
representatives of the I C
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strength for protection

from the desk of
DAVE BECK,

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from the desk of
DAVE BECK

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from the desk of
DAVE BECK

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from the desk of
DAVE BECK

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from the desk of
DAVE BECK

of procedure to educate
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from our industry.

In my opinion hundreds of
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employment and service we

from the desk of
HARRY BECK

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from the desk of
DAVE BECK

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organization.

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I am of the opinion that

from the desk of
DAVE BECK

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from the desk of
DAVE BECK

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from the desk of
DAVE BECK

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from the desk of
DAVE BECK

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It is my opinion our
future policy should be
positive and aggressive.
I subscribe to the oft
expressed sentiment
that the greatest hope

from the desk of

DAVE BECK

is a militant offense.

Received
JUN 3 0 1955

AMERICAN



TRUCKING

Associations, Inc.

1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

ADMINISTRATIVE FILE

ATA

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August 27, 1977

Mr. E. M. Seymour, Chairman
Independent Advisory Committee to the
Trucking Industry
380 Madison Avenue
New York 17, New York

Dear Bert:

In line with my expressed offer, I transmit herewith ATA check
in the amount of \$10,000.00 to cover six months pro rata salary,
office and other expenses of Jack Redding, Consultant, for the
period July 1 - December 31, 1977.

Sincerely,

Neil J. Curry

NEJ:am
Enc.

cc: Mr. Walter F. Carey
Mr. David Beck
Mr. John M. Redding



ADMINISTRATIVE FILE

ATA

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25 Louisiana Ave., N.W.

July 18, 1955

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Y

Mr. Benjamin M. Miller, Director
Industrial Relations Department
American Trucking Associations, Inc.
1424 Sixteenth Street, N.W.
Washington 6, D. C.

Dear Ben:

I am returning the draft of the transcript
of the proceedings at the Chicago Industrial
Relations Forum. I have indicated the necessary
changes to make the text read more smoothly or
more accurately.

Thank you for the opportunity to review
the text.

Sincerely,

Abraham Weiss
Economist

AlW:el

Enclosure

AMERICAN TRUCKING



Associations, Inc.

1424 SIXTEENTH STREET N. W.
WASHINGTON 6, D. C.

INDUSTRIAL RELATIONS DEPARTMENT
BENJAMIN R. MILLER
Director

July 13, 1955

Mr. Al Weiss
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
25 Louisiana Avenue
Washington, D. C.

Dear Al:

Enclosed is a transcript of the questions and answers which followed your speech at our recent Forum in Chicago.

If you wish to make any changes in this material please indicate them on the transcript and return it to us by July 25 so that the Proceedings may be sent to the publishers.

Sincerely,

Benjamin R. Miller
Benjamin R. Miller

RKH:rb

Enclosure



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

AMERICAN FEDERATION OF LABOR

gl

EXECUTIVE COUNCIL					
GEORGE MEANY PRESIDENT			WM. F. SCHMITZLER SECRETARY-TREASURER		
VICE PRESIDENTS					
MATTHEW WOLL	W. C. DOHERTY	JAMES C. PETRILLO	DAVID BUCK	MAURICE A. HUTCHESON	A. J. HAYES
EDD. W. HARRISON	DAVID DUBINSKY	WILLIAM L. MCFETRIDGE	J. SCOTT MILNE		
DANIEL J. TOBIN	CHAR. J. MAUDSLAN				
HARRY C. BATES	HERMAN WINTER				
W. C. BIRTHRIGHT					

AMERICAN FEDERATION OF LABOR BUILDING
WASHINGTON 1, D. C.
NATIONAL 8-3870



July 12, 1955

ADMINISTRATIVE FILE

Mr. Einar Bonn
Assistant to the General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

[Signature]
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X

Dear Sir and Brothers:

I thought you would be interested in the enclosed copy of the letter I received from Mr. Benjamin R. Miller, Secretary of the Industrial Relations Committee of the American Trucking Associations, Inc. Mr. Kirkland told me of the very interesting conference he had in Chicago. We were very glad to have been of assistance in this discussion.

Fraternally yours,

Nelson H. Cruikshank

Nelson H. Cruikshank
Director
Social Insurance Activities

Encl.

INDUSTRIAL RELATIONS COMMITTEE

American Trucking Associations, Inc.
1424 - 16th Street, N. W.
Washington 4, D. C.

George H. Tiernan, Chairman
Benjamin R. Miller, Secretary

July 11, 1955

Mr. Nelson Craikahank, Director
Social Insurance
American Federation of Labor
901 Massachusetts Ave., N.W.
Washington, D. C.

Dear Mr. Craikahank:

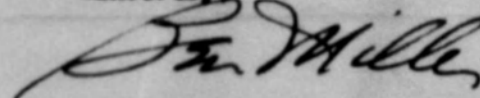
The Industrial Relations Committee of American Trucking Associations and I personally want to express our deep appreciation to you for permitting Lane Kirkland to participate in our Sixth Annual National Forum on Trucking Industrial Relations.

His address and illuminating answers to the questions from the audience have considerably enhanced the trucking industry's understanding of The Impact of Health, Welfare and Pensions.

Mr. Kirkland's discussion of the AFL's viewpoint on the Regulation of Funds was well received.

Again our thanks for his assistance in shedding light on this much discussed subject. The AFL can be proud of Mr. Kirkland.

Sincerely,



Benjamin R. Miller

BEM:rb

cc: Mr. Lane Kirkland

Wain

INDUSTRIAL RELATIONS COMMITTEE

American Trucking Associations, Inc.
1424 - 16th Street, N. W.
Washington 6, D. C.

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ADMINISTRATIVE FILE

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July 11, 1955

George H. Tiernan, Chairman
Benjamin R. Miller, Secretary

Mr. Elmer Mohn, Vice President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
25 Louisiana Avenue
Washington, D. C.

Dear Elmer:

The Industrial Relations Committee of American Trucking Associations and I regret that you could not find it possible to participate in our Sixth Annual National Forum on Trucking Industrial Relations. We hope that you will be able to do so at another date.

We would like to express our deep appreciation to you for permitting Al Weiss to participate in your stead. His forthright discussion of The Impact of Health, Welfare and Pensions was well received.

Again our thanks for Mr. Weiss' assistance in shedding light on this much discussed subject. You can be proud of him as a representative of the Teamsters.

Sincerely,

Ben Miller

Benjamin R. Miller

BRM:rb

cc: Mr. Al Weiss

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From: American Trucking Associations, Inc.
1424 Sixteenth Street, N. W.
Washington 6, D. C.

MEMORANDUM

Attached is the list of 1955-56 National Traffic Committee members, which should have accompanied the release dated June 29 announcing the results of the elections. We regret this list did not reach you at the scheduled time.

NATIONAL TRAFFIC COMMITTEE

1955-1956 TERM

Ala. 1 Mr. B. E. Sullivan, Alabama Trucking Assoc., Inc., Birmingham 3, Ala.
 Ariz. 1 Mr. Burt Cardwell, Alabam Freight Lines, Phoenix, Ariz.
 Ark. 1 Mr. William H. Curry, Arkansas Motor Freight Lines, Inc., Ft. Smith, Ark.
 Calif. 3 Mr. Herman C. Kuhnart, Western Motor Tariff Bureau, Los Angeles, Calif.
 Mr. T. A. L. Lorets, Interstate Freight Carriers' Conf., Los Angeles, Calif.
 Mr. E. J. McSweeney, Pacific Freight Lines, Los Angeles, Calif.
 Colo. 1 Mr. K. Tracy Power, Rocky Mountain Motor Tariff Bureau, Denver, Colo.
 Conn. 1 Mr. John P. Mahon, Downing & Perkins, Inc., Newington, Conn.
 Dela. 1 Mr. George Clandanial, Masten Trucking Co., Milford, Delaware
 D. C. 1 Mr. D. T. Waring, Middle Atlantic Conference, Washington, D. C.
 Fla. 1 Mr. J. R. Horne, Great Southern Trucking Co., Jacksonville, Fla.
 Ga. 1 Mr. W. M. Miller, Southern Motor Carriers Rate Confer., Atlanta, Ga.
 Idaho 1 Mr. Chester J. Sams, Garrett Freight Lines, Inc., Pocatello, Idaho
 Ill. 7 Mr. Earl Girard, Columbia Cartage Co., Morton Grove, Ill.
 Mr. John C. Kuater, Scherer Freight Lines, Inc., Ottawa, Ill.
 Mr. M. J. Riley, Dohm Transfer Co., Rock Island, Ill.
 Mr. S. Ring, Decatur Cartage Co., Chicago, Ill.
 Mr. Joseph S. Ruacetta, Spector Motor Service, Inc., Chicago, Ill.
 Mr. Henry Sell, General Expressways, Inc., Chicago, Ill.
 Mr. Joseph J. Suess, Interstate Dispatch, Inc., Chicago, Ill.
 Ind. 4 Mr. Charles Browne, Security Cartage Co., Fort Wayne, Ind.
 Mr. L. W. Cannon, Indiana Motor Rate & Tariff Bureau, Indianapolis, Ind.
 Mr. C. R. Steele, Motor Freight Corp., Terre Haute, Ind.
 Mr. A. W. Stout, Western Motor Express, Inc., Terre Haute, Ind.
 Iowa 1 Mr. V. J. Grice, H & W Motor Express, Dubuque, Iowa
 Kans. 1 Mr. Harold L. Ross, Freight Ways, Inc., Wichita, Kansas
 Ky. 1 Mr. R. L. Weck, Central & Southern Motor Freight Tariff Assoc., Louisville, Kentucky
 La. 1 Mr. T. H. Dobbins, Couch Motor Lines, Inc., Shreveport, La.
 Maine 1 Mr. Harry Milliken, Congdon Transportation Co., Portland, Maine
 Md. 1 Mr. Morris P. Sterling, Davidson Transfer & Storage Co., Baltimore, Md.
 Mass. 3 Mr. Martin L. Hoffman, M & M Transportation Co., Somerville, Mass.
 Mr. John J. O'Connor, Dana Trucking Co., Lowell, Mass.
 Mr. George C. Shea, H. P. Welch Co., Somerville, Mass.

NATIONAL TRAFFIC COMMITTEE 1955-56 Term (Cont.)

Mich. 4 Mr. John Graham, Transportation Service, Inc., Detroit, Mich.
 Mr. Carl S. Holochek, Motor Carriers Central Freight Assoc., Detroit, Mich.
 Mr. Larry Mason, Truck Transport Co., Dearborn, Mich.
 Mr. Martin Schruiner, Darline Freight, Inc., Grand Rapids, Mich.

Minn. 1 Mr. Herb Jhlberg, Briggs Transportation Co., St. Paul, Minn.

Miss. 1 Mr. B. M. Shirley, Dixie Highway Express, Inc., Meridian, Miss.

Mo. 5 Mr. Morris D. Acree, Mississippi Valley Motor Freight Bur., St. Louis, Mo.
 Mr. L. M. Dean, Hussmann & Roper Freight Lines, Inc., St. Louis, Mo.
 Mr. H. M. Sandhaus, Byers Transportation, Inc., Kansas City, Mo.
 Mr. L. E. Trullinson, Yellow Transit Freight Lines, Inc., Kansas City, Mo.
 Mr. E. J. Windish, Superior Forwarding Co., Inc., St. Louis, Mo.

Mont. 1 Mr. Ralph Wallace, Northwest Freight Lines, Billings, Mont.

Neb. 1 Mr. Jack Hahn, Prucka Transportation, Inc., Omaha, Neb.

Nev. 1 Mr. L. M. Hoes, Fly Transfer Co., Fly, Nevada

N. H. 1 Mr. Ralph R. Melendy, Southwestern New Hampshire Transp. Co., Wilton, N.H.

N. J. 5 Mr. Robert Biter, Biter's Transfer, Trenton, N. J.
 Mr. Charles A. Bonacci, AAA Trucking Corp., Trenton, N. J.
 Mr. George J. Bickert, Merchants Freight Inc., Philadelphia, Pa.
 Mr. C. W. Reider, New York & New Brunswick Auto Express Co., New Brunswick,
 N. J.
 Mr. Herman B. J. Wackstein, /Assoc. of Interstate Motor Carriers, Newark, N.J.

N.M. 1 Mr. A. D. Hall, Whitfield Transportation, Inc., El Paso, Texas

N. Y. 8 Mr. D. J. Bailey, Dorn's Transportation Co., Rensselaer, N. Y.
 Mr. W. G. Clayton, Jr., Niagara Frontier Tariff Bureau, Buffalo, N. Y.
 Mr. Norman Forman, American Freightways, Brooklyn, N. Y.
 Mr. G. G. Heller, Branch Motor Express Co., New York, N.Y.
 Mr. H. E. Howell, /Associated Transport Inc., New York, N. Y.
 Mr. Joseph A. Pinter, Pinter Brothers, Inc., Lindenhurst, N. Y.
 Mr. G. W. Vaillancourt, New York Motor Carrier Confer., Buffalo, N. Y.
 Mr. John Vogel, Jr., John Vogel, Inc., Albany, N. Y.

N. C. 3 Mr. C. H. Davis, Akers Motor Lines, Inc., Gastonia, N. C.
 Mr. B. L. Prasier, McLean Trucking Co., Winston-Salem, N. C.
 Mr. J. A. Kirkman, Pilot Freight Carriers Corp., Winston-Salem, N. C.

N. D. 1 Mr. H. S. Norin, Dakota Transfer & Storage Co., Minneapolis, Minn.

Ohio 8 Mr. Robert G. Byrd, The Norwalk Truck Line Co., Norwalk, Ohio
 Mr. W. P. Draney, Eastern Motor Dispatch, Inc., Columbus, Ohio
 Mr. Paul T. Einfeldt, Mohawk Motor, Inc., Tiffin, Ohio
 Mr. Jesse L. Hisselrich, Ohio Motor Freight Tariff Com., Columbus, Ohio
 Mr. A. T. Lamb, Motor Express, Inc., Cleveland, Ohio
 Mr. Frank M. Murphy, Commercial Motor Freight Inc., Columbus, Ohio
 Mr. P. M. Shephard, Wilson Freight Forwarding Co., Cincinnati, Ohio
 Mr. Walter Stimpke, Roadway Express Co., Akron, Ohio

NATIONAL TRAFFIC COMMITTEE 1955-56 Term (Cont.)

- Okla. 1 Mr. Deen McCoy, Looney Motor Freight, Inc., Oklahoma City, Okla.
.....
- Ore. 1 Mr. Orrin H. Freley, Consolidated Freightways, Inc., Portland, Ore.
.....
- Pa. 7 Mr. Norman Friedman, Friedman's Express, Inc., Wilkes-Barre, Pa.
Mr. T. B. Harvey, Continental Trans Lines, Pittsburgh, Pa.
Mr. Harry Hershby, Jones Motor Co., Inc., Spring City, Pa.
Mr. G. Claude Hilliard, York Motor Express Co., York, Pa.
Mr. A. Markowitz, Hahn's New York Pittsburgh Express, N. Y., N. Y.
Mr. L. A. Rosenthal, Pyramid Motor Freight, Philadelphia, Pa.
Mr. John C. Wisener, Jr., Highway Express Lines, Inc., Philadelphia, Pa.
.....
- R. I. 1 Mr. Russell B. Carmett, DuPont's Express, Providence, R. I.
.....
- S. C. 1 Tie exists between: Mr. J. J. Aushay, Cooper Motor Lines, Inc.,
Greenville, S. C.
Mr. E. J. Harrison, Huckabee Transport Corp.,
Columbia, S. C.
.....
- S. D. 1 Mr. Leonard L. Haney, Buckingham Transportation Inc., Rapid City, S. D.
.....
- Tenn. 2 Mr. C. D. Bardesty, Jr., The Mason & Dixon Lines, Inc., Kingsport, Tenn.
Mr. Julian Hopper, Super Service Motor Freight Co. Inc., Nashville, Tenn.
.....
- Texas 3 Mr. C. O. Adams, Southwestern Motor Freight Bureau, Inc., Dallas, Texas
Mr. O'Neal Fuller, East Texas Motor Freight Line, Dallas, Texas
Mr. S. L. Holloway, Gilllette Motor Transport, Inc., Dallas, Texas
.....
- Utah 1 Mr. J. F. Simmons, Interstate Motor Lines, Salt Lake City, Utah
.....
- Vt. 1 Mr. W. S. Richardson, Gay's Express, Bellows Falls, Vermont
.....
- Va. 2 Mr. J. C. Weaver, Transport Corporation, Richmond, Va.
Tie exists between: Mr. R. P. Harrison, Smith's Transfer Corp. of
Staunton, Va., Staunton, Va.
Mr. W. O. Malone, Old Dominion Freight Lines,
Richmond, Va.
.....
- Wash. 1 Mr. T. J. Barry, Pacific Inland Tariff Bureau, Inc., Portland, Ore.
.....
- W. Va. 1 Mr. Bailey A. Hupp, Traver Lines, Inc., Wheeling, W. Va.
.....
- Wisc. 2 Mr. George R. Bailey, Olson Transportation Co., Green Bay, Wisc.
Mr. C. J. Beaudorf, Nourdorf Transportation Company, Madison, Wisc.
.....
- Wyo. 1 Mr. D. M. Oriffin, O. K. Transportation Co., Powell, Wyo.

Inter-Office Communication

From the Office of

Date June 22, 1955

Subject Speech -- Al Weiss

To

Copy of speech made by Al Weiss at A T A's Sixth Annual National
Forum on Trucking Industrial Relations -- June 21, 1955

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Sixth Annual National Forum on
Union Industrial Relations
American Trucking Associations
Edgewater Beach Hotel
Chicago, Illinois
June 21, 1955

THE IMPACT OF HEALTH WELFARE AND PENSIONS ON LABOR

Organized labor is pledged to improve the living and working standards of the people. For most people, economic and health security are inseparable. In this light, health and medical security joins job security as a legitimate union activity. That is why unions are concerned with welfare plans in a Nation that provides an ever-expanding level of living and horizons of opportunity for its citizens. In fulfillment of its pledge, the labor movement has achieved for workers an ever-increasing measure of protection against the economic impact of illness, old age, and death.

The pressure from rank and file workers for welfare benefits has been tremendous. Workers want protection against the economic hazards of old age, sickness and death. They want to be covered when they are faced with medical care. They want complete coverage, and, naturally, they are concerned about the cost of medical care.

Welfare plans attempt to deal with a very real human and economic problem. The man who gets sick loses both his income and his health. At the very same time,

he is saddled with medical and hospital expenses. Except in four states, no laws made no provision for the urgent wage-loss contingency growing out of illness or accident. Small wonder, then, that workers and their unions have turned to collective bargaining.

Workers seek wage security in general. Moreover, they seek it only on certain terms -- the workers seek to be partakers in the plan, not mere beneficiaries, and this is particularly true because they have given up wage increases for the protection gained. The important consideration is that the welfare provision should be a matter of right. That is why benefits under such plans are considered an integral part of the terms and conditions of their employment, a job-connected right which becomes a part of their compensation.

Welfare programs have been of substantial help in relieving the distress and economic burdens that frequently come with sickness, accident, hospitalization, old age and death. These plans undertake to provide psychological and financial security, and freedom from distracting cares which undermine job interest, efficiency, and performance. That is why such programs are popular with union members. Every union has countless letters of grateful appreciation from its members or their families for benefits received under the plan. From the union's point of view, welfare plans strengthen the loyalty of union members to the union. Members feel they have a greater stake in the union. The result is greater participation in union affairs.

In most instances, the business manager's greatest investment is in his workers. For management, welfare plans assist in improving employee morale and provide a tangible return by getting people back to work on time and by reducing absenteeism. Absenteeism costs industry millions of dollars each year. \$5 billion according to the Small Business Administration. It has been estimated that 60% of absenteeism is caused by off-the-job illness and accidents.

Teamster Welfare Plans

Unfortunately, no information is available as to the number of Teamster members covered by welfare plans. Many of the affiliated local unions have their own funds. Many others are members of an area-wide or industry-wide plan. In still other instances, Teamsters are covered by an individual company health and welfare program.

Most Teamster welfare plans are area-wide or industry-wide, operating under joint employer-union trustees. Such organization is particularly useful where the employing units are small or it is easier for workers to shift from one employer to another within the industry or area. In such cases, there is considerable advantage in pooling employees to obtain lower premium costs, simplify administration, and provide continuity of coverage for workers who change jobs.

An industry-wide plan has the effect of equalizing wage costs among the employers affected.

Teamster welfare plans almost invariably require no employee contributions. Employers covered by the plan usually contribute a fixed amount per employee, either on an hourly, weekly, or monthly basis, to a central fund.

For example, in the Central, Southeast and Southwest areas, employer payments to Teamster Welfare Funds covering away-the-road and local cartage operations generally amount to \$2.25 per week.

In the 11 Western States, the average employer payment is about \$10.10 per month per employee, to the 118 separate welfare trust funds established. Health and welfare payments and collection of premiums are handled through Teamster Security offices located in Seattle, Portland, San Francisco, Los Angeles, Phoenix, and Denver.

In the pension field, two significant developments involving large segments of the Teamsters Union have recently taken place.

Effective Feb. 1, 1955, 10,000 trucking firms with 200,000 union drivers and other motor carrier employees in the Central, Southeast and Southwest regions of the Union started making contributions of \$2 per week per union member to a pension fund. The fund will be administered by a joint board of 12 trustees. Benefits are still to be determined.

The Western Conference of Teamsters, Northwest Area, has just established the first insured pension plan

of its kind in the United States. The plan is an area plan which may cover employers engaged in any industry. It has the feature of allowing employees to move from firm to firm or from industry to industry and still retain their service credits as long as they remain members of a Teamster Union and as long as the employers for whom they work are parties to the pension plan. After age 50, a member can retain an interest in the pension though he may not be working in the industry. In addition to past and future service credits, it also contains severance benefits and death benefits unusual to most pension plans.

The plan, which is jointly administered, is non-contributory. The cost to the employer is 10¢ per hour for each compensable hour, which includes time off for sick leave, vacations and overtime.

Benefits at age 65 range from a high of \$75 a month to a low of about \$40 a month.

Promot Caps and a Look Ahead in Welfare Plans

Present welfare plans undoubtedly provide a greater measure of health security than has ever been available to workers and their families. Nonetheless, these plans are still relatively new and many areas are still uncovered and deficiencies have come to light.

Listing and analyzing the gaps and complaints about existing plans may indicate future trends and developments. The order of listing is not significant.

1. Unpredictable and Rising Medical Charges.

In many areas, doctors often charge fees considerably in excess of the amounts prescribed in the Welfare Plan's fee schedule. Obviously, this has caused great worker dissatisfaction. In most cases it has proved impossible to close the gap in coverage even by raising fee schedules.

Unions would like to join forces with employers in keeping medical care costs as low as possible. The medical profession, in cooperation with other interested parties, must develop methods of integrating and relating fees with existing benefit schedules.

Some unions in California have negotiated an agreement with a panel of doctors on a mutually satisfactory

schedule of medical and surgical costs. Essentially, the agreement means that any covered worker can call on the pool for a doctor, that the worker will know what the cost will be, and that this cost will represent a fair charge, well within the allowances provided by his health and welfare plan. The plan is open to any doctor willing to accept the schedule; the agreement enjoys the favor of the County Medical Society.

2. Dependents' Coverage

Lack of dependant coverage and the lower level of benefits often provided such workers is another serious problem for workers. This problem is readily apparent when it is realized that family dependents incur, on the average, 80% of the family medical bill. A health program which covers only the worker member and not his family really provides only 20% coverage.

The plan should help to relieve workers of all pressing financial worries deriving from ill health within his immediate family. The same quality and amount of medical care and services which are available to the worker himself should likewise be available to his dependents. Dependents' coverage is not, therefore, just an extra frill or a subsidiary item, but is a basic and integral part of a successful industrial health and welfare program. Labor will press for dependant medical coverage, with benefit levels matching those received by the worker.

3. Absence of preventive and diagnostic home and office care.

The early detection of illness among employees can prevent later serious complications and long absence from work. From the employer's point of view, there is an immeasurable gain when workers are able to work steadily. From the employee's point of view, preventive care will mean better health with fewer absences and obviously less loss of wages due to preventable illness.

4. Inadequacies in coverage for the retired and the unemployed.

Continuation of group coverage for retired employees is rapidly coming to be a must for employers. Union members feel deeply that retired employees should be taken care of, since they are the ones who established the union and see the initial gains now enjoyed by active workers.

Retired workers have a real problem: Their medical care costs tend to be heavy and their financial resources meager.

It is now common practice for employers to continue group life insurance, usually on a reduced basis, for pensioners. There is a growing demand for continuation also of group hospital, surgical, medical and related benefits to pensioners and their dependents, at company expense.

Another insistent demand is for greater duration of coverage for employees who lay off.

5. Inadequate coverage of long-term illness and of conditions where treatment is exceptionally expensive, as in the case of chronic illness.

Many unions are starting to think in terms of complete comprehensive coverage, including prepared preventive or diagnostic health care, prepared dental care, treatment of chronic and acute illness, and vocational

rehabilitation which are more likely to be provided by health centers as clinics than by insurance. The desire for low cost medical service, and the ideal of preventive medicine are the key factors underlying such views.

A number of AFL and CIO Unions have sponsored health centers. Prominent among these is the Teachers Labor Health Institute of St. Louis which provides complete, comprehensive medical service through a group-practice medical center, but with the addition of home and hospital care.

Its services include general medical, specialist and surgical care, with the usual auxiliary services; hospitalization up to 90 days each year, complete dental service except for dentures, visiting nurse service, drugs at special rates and eyeglasses at a discount. The average out of pocket expenses of an average institute member's family in 1951-52 were only \$57.

For employee and dependent coverage, employer payments are 5% of payroll (which amounted to an average annual cost of \$130 in 1951-52) and without dependent coverage, 3 1/2% of payroll (or an average of about \$60 per year in 1951-52). For that year the average membership, including dependents and others, was about 15,000.

Health demands in the future will undoubtedly be framed around these gaps and deficiencies in existing self-insurance plans - broader benefits, wider coverage, fixed medical costs (or charges), higher quality of services rendered, and administrative economy in operation of the plan. I believe that consideration to these issues may well direct our attention to the problem of health and medical services rather than to insurance. The alternatives are cash indemnity or care; insurance or service.

These alternatives merit serious consideration by management when considering the impact of health and welfare on labor.

Regulation of Welfare Funds

The great majority of welfare plans are beneficial and administered with integrity. They are run on sound principles. They are rendering working people a great service. A clamor has been raised for closer regulation and legislation. Both the AFL and CIO, among others, have proposed standards for welfare fund administration. Certainly, any standards should include the requirement that funds should "be operated and administered honestly and efficiently -- by well-managed, sound companies -- there should be no excessive commissions, retention rates should be fair, administrative costs should be kept low."

It is not very helpful to point the finger of blame for abuses on Unions, employees, and insurance companies - although all these groups undoubtedly each share some of the responsibility. The preferable way to correct abuses would be for labor and management to assume their share of responsibility and at the bargaining table decide upon procedures needed to prevent improper practices. Complete disclosure of all operations and self-policing should be sufficient to eliminate the great majority of existing abuses. As a matter of fact, this point of view has been stressed by Justice Wagner and the Commerce and Industry Association of New York, one of the largest employer associations in the state.

Various groups have proposed legislative action to correct or prevent misadministration of welfare funds. I do not propose to prescribe the details of such legislation, assuming it is necessary. However, whatever legislation may result, it should protect unions and employers the

widest possible latitude in experimentation and in the development of programs best suited to their particular needs. Legislation should avoid imposing regulations through setting benefit, cost or other standards which could limit the free action of employers and unions at the bargaining table.

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June 9, 1955

Mr. William C. McIntyre, Assistant Director
American Trucking Associations, Inc.,
1424 Sixteenth Street, N.W.,
Washington, D.C.

Dear Mr. McIntyre:

In compliance with your letter of June 7th, I am
pleased to enclose a short biography of myself.

Sincerely,

EOM:b

Einar O. Mohn, Assistant
to the General President

Benny

AMERICAN TRUCKING



Associations, Inc.

1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

INDUSTRIAL RELATIONS DEPARTMENT
BENJAMIN E. MILLER
Director

June 7, 1955

Mr. Einar Mohn, Vice President
International Brotherhood of Teamsters,
Cheffeurs, Warehousemen and Helpers
100 Indiana Avenue, N.W.
Washington, D.C.

Dear Mr. Mohn:

Will you send us a short biography by return airmail so that you may be properly introduced at our luncheon session on Tuesday, June 21, 1955?

We're looking forward to having you with us at our Sixth Annual National Forum on Trucking Industrial Relations.

Sincerely,

William G. McIntyre

William G. McIntyre
Assistant Director

WME:jg



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

ADMINISTRATIVE FILE

B. Ta.
X Invitation
X Miller, Benjamin R.
X Seitz, Peter

May 12, 1955

Mr. Peter Seitz, Vice President
Liebman Breweries Inc.,
36 Forest Street,
Brooklyn 6, New York.

Dear Peter:

I was very pleased to learn that you were to be on the
program of the American Teaching Association, to
discuss welfare funds, in Chicago, Illinois, June 20th.

I have been invited and expect to be present.

Looking forward to seeing you and to hearing what you
have to say, and with kind personal regards, I am,

Faternally,

EOM:b
DK.

Einar O. Moen, Assistant
to the General President

INDUSTRIAL RELATIONS COMMITTEE
American Trucking Associations, Inc.
1624 - 16th Street, N. W.
Washington 6, D. C.

George H. Tiersen, Chairman
Benjamin R. Miller, Secretary

May 3, 1955

Mr. Einar Rohn, Vice President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
100 Indiana Avenue, N. W.
Washington, D. C.

Dear Mr. Rohn:

I am delighted to confirm your acceptance of our invitation to address the Sixth Annual National Forum on Trucking Industrial Relations, at the Edgewater Beach, Chicago.

We would like you to speak at our luncheon program on June 21. The entire theme of this three day forum is "The Impact of Health, Welfare and Pensions". We have titled your talk "The Impact on Labor". This title is intended to be broad enough to allow you to discuss any aspects of the subject you desire.

In developing your ideas on the subject perhaps you will find it helpful to have in mind some of the things which are of upper most concern to the industry. They would like to know, for example, if bargaining on these items is apt to become paramount in their negotiations. In a very general way they would like to know if the International Brotherhood of Teamsters has formulated a policy as to the extent and scope of this type of bargaining or if there are any goals to be reached within the next decade. I also believe that you would contribute greatly to a better understanding of the subject by discussing what you believe to be the obligation of an industry to its employees in these fields. Of course, everyone seems to be pre-occupied today with the manner and means of regulating these funds.

I would like to fill you in on a little of the background of this annual event of ATA's Industrial Relations Committee. When it is convenient for you perhaps we can get together for lunch.

Sincerely,

Benjamin R. Miller

BRM:rb

From the Desk of Ann Wathins

To: Records and filing

Mr. Mohn has accepted the invitation of the ATA to represent the office at the meeting June 21. Al Weiss and he will prepare comparable material so that, should Mr. Mohn not be able at the last minute to attend, Mr. Weiss will cover. A further letter will be received by Mr. Mohn, outlining the subjects to be covered.

annw 5/3/55

From the Desk of—
BENJAMIN R. MILLER

Miss Watkins

As per our phone
conversation -

Thanks for your
graciousness

BRM

AMERICAN TRUCKING



Associations, Inc.

1424 SIXTEENTH STREET, N. W.
WASHINGTON 5, D. C.

INDUSTRIAL RELATIONS DEPARTMENT
Benjamin R. Miller
Director

April 20, 1955

Mr. Dave Beck, General President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen, and Helpers of America
100 Indiana Avenue, N. W.
Washington 1, D. C.

Dear Dave:

Can you take time out of your busy schedule to address
some 300 truck operators?

ATA's Industrial Relations Committee would be delighted
to have you as their principal speaker at a luncheon meeting of
their Sixth Annual Forum at the Edgewater Beach in Chicago on
June 21, 1955.

We are certain that the trucking industry would be most
interested in your views on the subject of the Forum's theme,
Health, Welfare and Pensions.

Anticipating your early acceptance of this invitation, I
remain

Sincerely yours,

Benjamin R. Miller

BRM:rb



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

ADMINISTRATIVE FILE
American Trucking
Association
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MILLERS FALLS
VERMONT

February 1, 1955

Mr. John M. Redding
Wootery Building,
Washington, D. C.

Dear Jack:

Thank you very much for the use of the list
covering the ATA Committee of 100. I have
made a photostatic copy for our files and
am returning the original list for your files.

Sincerely,

Asa Watkins

AW:jo

com of 100

ATA RECEIPT NO. 100

DATE AS OF APRIL 14, 1954

Quota for 1953 based on 1/10 of 1% of 1952 gross revenue
Quota for 1954 based on 1/10 of 1% of 1953 gross revenue

MEMBERS

	1953 QUOTA	1953 PLACES	1954 QUOTA	1954 PLACES
M. L. Adley Ailav Express Co., Inc. 216 Crown Street New Haven, Conn.	5,650	none	6,204	none
John Simon Smith Aero Mayflower Transit Co. 863 Mass. Avenue Indianapolis, Inc.	18,192	6,000	20,806	6,000
J. Phil Fellebaum Astma Freight Lines, Inc. 2507 Youngstown Rd., S.W. Warren, Ohio	6,433	3,200	5,453	PENDING
John M. Akers Akers Motor Lines Good Hope Road Bastonia, N.C.	9,850	9,880	11,231	11,331
A. C. Scott Geo. F. Alger Co. 3050 Lenoir Road Detroit, Mich.	10,143	10,143	10,880	NONE
P. M. Thomas All States Freight, Inc. 1750 Kelly Avenue Akron, Ohio	9,344	9,344	9,826	9,826
J. E. Hawthorne Allied Van Lines, Inc. 25th and Roosevelt Rd. Brookview, Ill.	25,778	1,200	28,035	1,200
M. W. O'Neill Anchor Motor Freight, Inc. 544 Terminal Tower Bldg. Cleveland, Ohio	5,328	2,400	5,234	2,400
J. B. Durnham Arco Auto Carriers, Inc. 91st and Perry Avenue Chicago 20, Ill.	4,146	4,146	4,145	4,146

A. J. Eyraud Asbury Transportation Co. 4006 S. Alameda St. Los Angeles, Calif.	2,681	NONE	3,153	NONE
H. W. Horton H. W. Samsone Associated Transport, Inc. 380 Madison Avenue New York, New York	37,303	30,000	40,448	30,000
C. Evlenga, Jr. Associated Truck Lines, Inc. 15 Anira St., S.W. Grand Rapids, Mich.	7,489	7,488	7,891	7,891
Walter F. Faray Automobile Carriers, Inc. 341 North Fort Highway Flint, Mich.	2,660	2,660	2,726	2,726
L. A. Wentzel Auto Transports, Inc. 4000 N. Santa Fe Oklahoma City, Okla.	1,061	NONE	5,201	4,061
L. L. Martens Automobile Transport, Inc. 36555 Michigan Avenue Wayne, Mich.	4,434	5,000	4,814	PENDING
Wm. D. Sellers, Jr. Baggett Transportation Co. 2 South 32nd St. Birmingham, Ala.	5,278	5,500	5,411	1,000
Milo W. Dekins Debins Van & Storage Co. 1335 S. Figueroa St. Los Angeles 10, Calif.	4,312	NONE	6,046	100
W. H. Buntell F.J. Buntell Driveway Co. 705 S. Fort Highway Flint, Michigan	6,703	6,708	6,407	6,408
M.J. Butensky Branch Water Express Co. 435 West 16th St. New York, N.Y.	5,061	5,100	5,801	5,801
C. Fair Brooks Brooks Transportation Co. 1301 North Blvd. Richmond, Va.	5,101	3,000	5,522	3,000

Frank C. Campbell Campbell Express, Inc. 501 W. Phelps St. Springfield, Mo.	7,458	1,000	8,458	1,000
C. G. Bean Carolina Freight Carriers Corp. P. O. Box 1077 Cherryville, N.C.	5,758	4,800	7,548	4,800
W. M. Callen Central Freight Lines, Inc. Waco, Texas	4,915	NONE	5,955	NONE
Paul M. Johansen Central Motor Lines, Inc. Box 1067 Charlotte, N.C.	4,559	4,660	5,277	5,280
Bill Allen Central Truck Lines, Inc. 1301 Jackson St. Tampa, Florida	5,314	5,314	6,536	5,314
Harold A. German Chicago Express, Inc. 72 Fifth Avenue New York, N.Y.	7,334	1,200	7,956	1,200
Harold I. Maul Central Tank Lines, Inc. Grantley Road York, Pa.	6,578	6,578	6,348	6,348
Fielding Gilbreath Columbia Terminals Co. 1209 Washington Avenue St. Louis, Mo.	12,439	6,915	9,673	6,915
Ray Van Dyke Commercial Carriers, Inc. 3399 S. McNichols Road Detroit, Mich.	13,522	13,522	13,445	13,425
E. DeMaria Commercial Motor Freight, Inc. 525 Cleveland Avenue Columbus, Ohio	11,331	4,200	11,844	4,200
A. G. Rice Complete Auto Transit, Inc. 18465 Janes County Highway Detroit, Michigan	3,321	3,600	5,500	3,600
H. A. Cooper, Jr. Cooper Jarrett, Inc. 311 W. 14th St. Kansas City, Mo. (Will submit - P.O. Box 785, Trenton, N.J.)	4,764	4,764	4,572	4,572

Island Terminals Consolidated Freightways, Inc. 2729 N. W. Quincy St. Portland, Oregon	28,138	24,000	33,291	25,232
A. F. Mathews Consolidated Freight Co. 100 Carroll St. Saginaw, Mich.	4,815	2,400	5,516	NONE
Milton Harris Continental Transportation Lines 1713 No. Franklin St. Pittsburgh, Pa.	8,142	8,142	9,018	9,018
R. W. Furtick W. T. Cowan, Inc. 1327 Beyer St. Baltimore, Md.	4,366	1,200	4,688	1,200
J. W. Cox Lanier Motor Freight, Inc. Wiles Road Extension Warren, Ohio	5,977	5,977	7,850	PENDING
Joseph Davison The Davison Transfer & Storage 5201 Pulaski Highway Baltimore, Md.	5,854	5,854	5,861	2,927
Dealers Transport Co. 12933 S. Stony Island Ave. Chicago, Ill.	4,680	4,680	4,776	4,776
Walter F. Mullany DeCATur Cartage Co. 20th and Wentworth Ave. Chicago, Ill.	6,906	6,906	7,100	7,100
also Bowers Cartage Co. Chicago, Ill.	5,075	5,076	5,461	5,461
George J. Kolesich, Jr. Denver Chicago Trucking Co. 510 E. 51st Avenue Denver, Colorado	17,748	1,500	19,077	1,500
R. A. Durbin Joe Zieske Detroit Pittsburgh Motor Frt. 5324 Grant Ave. Cleveland, Ohio	5,556	2,400	4,808	PENDING
E. W. Swartz Lank Ohio Express Co. 277 Fountain St. Akron, Ohio	7,161	2,400	7,755	2,400

Lloyd Lawson E. & L. Transport Co. 14201 Schelen at Schaefer Rd. Dearborn, Mich.	3,096	3,000	2,430	NONE
also E. & L. Transport, Inc. of Ind. Dearborn, Mich.	2,737	3,000	2,181	NONE
Marvin Blokesay East Texas Motor Freight Lines, Inc. 623 North Washington Dallas, Texas	8,904	NONE	9,765	NONE
Delby Freetz Eastern Motor Express, Inc. 128 Cherry Street Terre Haute, Ind.	13,863	13,863	16,271	16,271
Fay O. Ellis Ellis Trucking Co., Inc. 430 Kentucky Avenue Indianapolis, Ind.	5,032	3,000	5,445	3,000
Ted V. Reigers Reichenbach & Reigers, Inc. 520 N. Seventh Avenue Scranton, Pa.	824	824	923	923
Clarence Perrett Perrett Freight Lines, Inc. 848 S. First Avenue Pocatello, Idaho	9,495	9,495	10,662	3,000
Lee Murphy Gateway Transportation Co., Inc. 2130 South Avenue La Crosse, Wisconsin	7,022	4,000	9,022	NONE
C. W. Henberg Gleasoning Motorways, Inc. 820 Hampshire Avenue St. Paul, Minn.	3,597	3,000	4,133	3,000
J. W. Smythe Glean Cartage Company 1115 South State St. Girard, Ohio	4,832	2,332	4,314	2,103
M. M. Gerdies Gerdies' Transports, Inc. 109 West McLamore Memphis, Tenn.	5,251	NONE	6,635	NONE

James A. Ryder Great Southern Trucking Co. 1961 Clerkes St. Jacksonville, Florida	10,677	9,700	12,884	9,000
Geo. O. Morris Grevon Lines, Inc. 57 W. Grand Avenue Chicago, Illinois	4,727	500	5,554	PENDING
M. A. Riddle Haecker Trucking, Inc. 1917 E. Maryland St. Evansville, Ind.	6,953	NONE	8,794	NONE
James A. Hannah James A. Hannah, Inc. P. O. Box 89 Lansett, Ill.	3,903	720	3,014	720
David H. Retzer Haves Freight Lines, Inc. 628 E. Adams St. Springfield, Ill.	14,263	3,600	16,544	3,600
Edwin J. Hess Hess Cartage Co. Milwaukee, Mich.	4,934	3,000	4,936	NONE
S. H. Hoover Hoover Motor Express Co. 414 - 5th Ave., South Nashville, Tenn.	4,854	600	5,890	600
E. W. Huber Huber & Huber Motor Express 970 S. 8th Street Louisville, Kentucky	7,508	5,484	7,889	5,484
Charles E. Hilliker Illinois California Express 501 East 51st Avenue Denver, Colorado	7,000	2,500	8,275	PENDING
L. D. Rahilly Interstate Motor Freight System 134 Grandville Avenue Grand Rapids, Mich.	21,450	21,450	23,057	NONE
R. S. Carter Interstate Motor Lines, Inc. 235 West Third South St. Salt Lake City, Utah	5,106	2,000	4,454	3,000

J. L. Klutta Jenness Motor Lines, Inc. 2426 Hutchinson Avenue Charlotte, N.C.	7,113	7,113	9,054	7,113
Ed Kepien Kepien Trucking Co. 1607 Woodlawn Ave. Cleveland, Ohio	4,092	4,700	4,754	PENDING
Wm. F. Jrehan Keenish Motor Express, Inc. 221 W. Roosevelt Road Chicago, Ill.	7,430	3,000	8,547	3,000
M. Domes Keenish Auto Transport Corp. 5610 - 30th Avenue Kenosha, Wisc.	12,282	3,000	12,516	3,000
E. S. Kramer Kramer Bros. Freight Lines, Inc. 4195 Central Avenue Detroit, Mich.	12,676	12,676	14,027	12,676
S. F. Nicess Leenese Transportation Corp. 520 N. Lincoln Highway Downington, Penna.	4,126	NONE	3,845	NONE
also Leenese Transportation Co. Downington, Penna.	1,984	NONE	2,433	NONE
R. Whit Lee Lee Day Motor Freight, Inc. 1016 Washington St. Oklahoma City, Okla.	7,400	6,228	7,979	6,600
Wayne Long Long Transportation Co. 3755 Central Avenue Detroit, Mich.	5,120	3,600	5,198	3,600
R. Stuart Moore Los Angeles Seattle Motor Exp. 1106 Broadway Oakland, Calif.	6,387	6,387	7,953	7,464
M. P. McLean J. K. McLean McLean Trucking Co. 617 Moughtown St. Winston Salem, N.C.	13,822	13,822	17,701	13,822
Myer Markovitch M & M Transportation Co. 250 Myrtle Avenue Somerville, Mass.	6,623	6,624	7,212	7,212

E. Ward King The Mason & Dixon Lines, Inc. 212 First National Bldg. Kingsport, Tenn.	9,568	6,696	9,984	6,696
E. Brooke Matlack, Jr. E. Brooke Matlack, Inc. 33rd and Arch Philadelphia, Penna.	6,478	NONE	6,779	NONE
Stanley Masie Merchants Water Freight, Inc. 1625 Territorial Road St. Paul, Minn.	6,553	2,195	6,706	2,195
W. Stanley Seitz Michigan Water Freight Lines, Inc. 2225 Howard St. Detroit, Mich.	8,101	8,101	7,969	NONE
D. L. Sutherland Middle Atlantic Transportation 976 West Main St. New Britain, Conn.	8,125	8,125	8,817	8,817
Cecil Verasa Mid-States Freight Lines, Inc. 5200 South Pulaski Road Chicago, Ill.	13,715	13,715	15,602-	13,715
Milton Ratner Midwest Transfer Co. of Ill. 7000 S. Pulaski Road Chicago, Ill.	8,136	2,100	8,786	2,400
Also The Sherry Transportation Co. Chicago, Ill.	6,460	2,100	7,537	2,400
Pet L. Nalet Miles & Sons Trucking Service P. O. Box 859 Merced, Calif.	5,478	4,812	5,552	PENDING
Owen O. Orr Water Cargo, Inc. 700 Carroll St. Akron, Ohio	17,463	17,430	17,601	8,800
Laurance Cahoon Havajo Freight Lines, Inc. 361 So. Broadway Denver, Colorado	6,221	1,200	8,846	1,200
James Edgett North American Van Lines, Inc. Lincoln Highway Fort Wayne, Ind.	11,748	11,748	16,572	12,000

J. F. Froethausen The Marvelk Truck Lines Co. Marvelk, Ohio	19,264	19,264	22,750	22,750
Jexter Lister Mu-Car Carriers, Inc. Prest & Pennell Streets Chester, Pa.	5,336	2,500	4,948	PENDING
Herbert J. Olsee Olsee Transportatiles Co. 200 Mather Street Greene Bay, Wisconsin	6,047	3,600	6,386	3,600
L. M. Duntley Pacific Freight Lines 2501 S. Alameda St. Los Angeles, Calif.	9,672	NONE	10,302	NONE
C. E. Jorssen Pacific Interstate Express Co. 299 Adeline St. Oakland, Calif.	20,050	16,332	20,617	16,332
H. Y. Sharpe Pilot Freight Carriers Corp. P. O. Box 615 Winnetka, Minn.	4,907	4,907	6,066	6,066
John Misgrove Red Star Express Lines of Auburn 24-50 Wright Avenue Auburn, New York	5,324	5,324	6,442	6,442
Henry B. English Red Bull Motor Freight, Inc. 1210 S. Lamar Street Dallas, Texas	4,994	4,994	5,947	5,947
J. Howard Misch Red Star Transit Co., Inc. 7950 Dix Avenue Detroit, Michigan	6,356	6,356	7,067	7,067
J. W. Kingsby Carl H. Crawford Kingsby Truck Lines, Inc. 3201 Kingsby Court Jeffer, Colorado	7,818	NONE	8,942	NONE
R. H. Rice Rice & Company, Inc. 9th and Burlington Mo. Kansas City, Mo.	21,503	NONE	26,788	NONE

Carroll J. Poush Roadway Express, Inc. 147 Park Street Akron, Ohio	29,368	29,368	29,256	29,256
John Huan Rue Transport Corp. 408 S.W. 50th St. Des Moines, Iowa	5,477	5,407	5,492	5,492
Harry Meters Shirke Motor Express Corp. Manheim Pike Lancaster, Pa.	7,019	NONE	7,950	NONE
Ed J. Buhaer Silver Fleet Motor Express, Inc. 216 Pearl Street Louisville, Ky.	4,943	4,596	5,193	PENDING
Howard Seber Howard Seber, Inc. P. O. Box 1268 Lansing, Michigan	7,213	2,000	6,612	PENDING
Ted Baker Specter Motor Service 3100 So. Wolcott Avenue Chicago, Illinois	12,169	12,169	15,132	15,132
L. R. Strickland Strickland Transportation Co., Inc. 2917 Gulden Lane Dallas, Texas	4,284	4,284	5,593	4,284
Peter J. Kraus Summit Fast Freight, Inc. 1142 Newton St. Akron, Ohio	5,469	5,472	5,189	5,189
W. D. Hordley Sunset Motor Lines 105 W. Washington Drive San Angelo, Texas	5,753	3,600	6,017	3,600
R. N. Crichton Super Service Motor Freight Co. Peaslers Lane Nashville, Tenn.	6,781	6,780	8,027	8,027
Joseph Keta Terecal Transport Co., Inc. 180 Harriett St., S.E. Atlanta, Georgia	4,363	NONE	4,494	2,200

E. B. Getfredsen Transamerica Freight Lines, Inc. 1700 W. Waterman Avenue Detroit, Mich.	13,968	8,532	17,470	10,000
Scribner Hirlenbach Transamerica Lines 1206 So. Maple Avenue Los Angeles, Calif.	4,011	5,927	5,927	6,032
M. M. Krupinsky Union Freightways 801 South 7th St. Omaha, Nebraska	5,554	1,800	7,675	1,800
R. C. Cunningham United Transports, Inc. 2410 First Natl. Bldg. Oklahoma City, Okla.	6,414	1,000	6,033	PENDING
John Malawa United Truck Lines, Inc. R. 915 Springfield Spokane, Washington	4,712	NONE	5,117	NONE
W. W. Warren United Van Lines, Inc. 7808 Maplewood Industrial Court St. Louis, Missouri	1,752	949	9,051	949
Valley Motor Lines, Inc. 1107 E. Street Fresno, California	5,427	1,200	6,041	1,200
Glenn Hollnacker Viking Freight Co. 1114 E. 10th Street St. Paul, Minnesota	5,125	4,125	4,115	4,115
Fay Hansen Hansen Bros. Transportation Co. 802 S. 14th Street Omaha, Nebraska	19,407	2,750	21,816	2,750
Donald M. Roberts West Coast Fast Freight, Inc. P. O. Box 3026 Seattle, Washington	10,622	8,436	12,655	12,655
John W. DeVenne Western Express Company 1277 E. 40th Street Cleveland, Ohio	4,987	4,987	5,715	PENDING

Richard Castley Western Truck Lines, Ltd. 2835 Santa Fe Avenue Los Angeles, Calif. also	7,551	1,200	8,726	NONE
Castley & Tensolo, Inc. Los Angeles, Calif.	2,642	NONE	3,026	NONE
David W. Gant Wilson Freight Forwarding Co. 3636 Fallott Avenue Cincinnati, Ohio	9,272	5,400	10,116	5,400
George R. Powell, Sr. Yellow Transit Freight Lines, Inc. 18 East 17th St. Kansas City, Missouri	7,968	NONE	7,481	PENDING
Les Ruffel York Motor Express Co. York, Pa.	4,816	1,200	5,570	1,200

ADMINISTRATIVE FILE

American Trucking
Association

A. J. DUNNITT, 3 OF 100

ATA AS OF APRIL 15, 1954

Quota for 1953 based on 1/10 of 1% of 1951 gross revenue
Quota for 1954 based on 1/10 of 1% of 1952 gross revenue

MEMBER	1953 QUOTA	1953 PLATES	1954 QUOTA	1954 PLATES
M. L. Ailey Ailey Express Co., Inc. 216 Crown Street New Haven, Conn.	5,450	none	6,204	none
John Sloan Smith Aero Mayflower Transit Co. 263 Mass. Avenue Indianapolis, Ind.	17,192	6,000	20,806	6,000
J. Phil Pellehaus Aerco Freight Lines, Inc. 2507 Youngstown Rd., S.E. Warren, Ohio	6,433	3,200	6,453	PENDING
John M. Akers Akers Motor Lines Joad Hope Road Easton, N.C.	9,880	9,880	11,331	11,331
A. C. Scott Geo. F. Alger Co. 1050 Lenoir Road Detroit, Mich.	10,143	10,143	10,880	NONE
F. M. Thomas All States Freight, Inc. 1750 Kelly Avenue Aron, Ohio	9,344	9,344	9,826	9,826
J. E. Hawthorne Allied Van Lines, Inc. 25th and Roosevelt Rd. Brookfield, Ill.	25,778	1,200	28,036	1,200
M. W. O'Neill Anchor Motor Freight, Inc. 544 Paradise Tower Bldg. Cleveland, Ohio	5,328	2,400	5,234	2,400
J. B. Burnham Arco Auto Carriers, Inc. 91st and Perry Avenue Chicago 20, Ill.	4,116	4,116	4,185	4,116

A. J. Byrnes Astary Transportation Co. 4908 S. Alameda St. Los Angeles, Calif.	2,984	NONE	3,153	NONE
B. D. Borton B. M. Seymour Associated Transport, Inc. 380 Madison Avenue New York, New York	37,303	30,000	40,448	30,000
C. Sylloge, Jr. Associated Truck Lines, Inc. 15 Andre St., S.E. Grand Rapids, Mich.	7,489	7,488	7,891	7,891
Walter F. Carey Automobile Carriers, Inc. 3404 North Dart Highway Flint, Mich.	2,660	2,660	2,726	2,726
D. W. Cantel Auto Transports, Inc. 4900 N. Santa Fe Oklahoma City, Okla.	4,061	NONE	5,201	4,061
D. L. Whittam Automobile Transport, Inc. 36555 Michigan Avenue Wyand, Mich.	4,434	5,000	4,814	PENDING
Mr. D. Sellers, Jr. Buggatt Transportation Co. 2 Santa 32nd St. Birmingham, Ala.	5,278	2,500	5,411	1,000
Milo W. Bohins Bohins Box & Storage Co. 1338 S. Figueroa St. Los Angeles 15, Calif.	4,312	NONE	6,048	500
W. S. Sontall F.J. Sontall Driveway Co. 705 S. Dart Highway Flint, Michigan	6,703	6,708	6,407	6,408
M.J. Batensky Branch Motor Express Co. 455 West 16th St. New York, N.Y.	5,061	5,100	5,801	5,801
C. Fair Brooks Brooks Transportation Co. 1301 North Blvd. Richmond, Va.	5,101	3,000	5,522	3,000

Frank C. Campbell Campbell "66" Express, Inc. 501 W. Phelps St. Springfield, Mo.	7,468	1,000	8,658	1,000
C. O. Dean Caroline Freight Carriers Corp. P. O. Box 707 Cherryville, N.C.	5,738	4,800	7,046	4,800
W. W. Collier Central Freight Lines, Inc. Waco, Texas	4,915	NONE	5,955	NONE
Paul H. Johnson Central Motor Lines, Inc. Box 1067 Charlotte, N.C.	4,659	4,660	5,277	5,280
Sid Allen Central Truck Lines, Inc. 1001 Jackson St. Tampa, Florida	5,314	5,314	6,536	5,314
Harold D. German Chicago Express, Inc. 72 Fifth Avenue New York, N.Y.	7,334	1,200	7,056	1,200
Harold I. Maul Central Truck Lines, Inc. Ormatley Road York, Pa.	6,678	6,678	6,348	6,348
Fielding Childress Columbia Terminals Co. 1209 Washington Avenue St. Louis, Mo.	10,639	6,915	9,673	6,915
Ray Van Hookum Commercial Carriers, Inc. 3399 E. Michoud Road Detroit, Mich.	13,522	13,522	13,425	13,425
E. DeMaris Commercial Motor Freight, Inc. 525 Cleveland Avenue Columbus, Ohio	10,331	4,200	11,844	4,200
S. O. Rice Complete Auto Transit, Inc. 18465 James Cassius Highway Detroit, Michigan	9,224	3,600	8,526	3,600
E. E. Casper, Jr. Casper Transit, Inc. 311 W. 14th St. Kansas City, Mo. MAIL ADDRESS - P.O. Box 785, Trenton, N.J.)	6,768	6,768	8,572	8,572

Leleed Jones
Consolidated Freightways, Inc.
2029 W. W. Quinby St.
Portland, Oregon

28,138 24,000 33,291 25,232

A. P. Mathews
Consolidated Freight Co.
100 Carroll St.
Saginaw, Mich.

4,815 2,400 5,516 NONE

Milton Harris
Continental Transportation Lines
1813 No. Franklin St.
Pittsburgh, Pa.

8,142 8,142 9,018 9,018

R. W. Furtick
W. T. Cause, Inc.
1327 Bayard St.
Baltimore, Md.

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J. W. Cox
Davies Motor Freight, Inc.
Niles Road Extension
Warren, Ohio

5,977 5,977 7,850 PENDING

Joseph Davidson
The Davises Transfer & Storage
6201 Pulaski Highway
Baltimore, Md.

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Leelers Transport Co.
12933 S. Stony Island Ave.
Chicago, Ill.

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Walter F. Milledy
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George J. Kolesich, Jr.
Denver Chicago Trucking Co.
510 E. 51st Avenue
Denver, Colorado

17,748 1,500 19,077 1,500

R. A. Durbin
Joe Kisanic
Detroit Pittsburgh Motor Frt.
5324 Greet Ave.
Cleveland, Ohio

5,556 2,400 4,808 PENDING

R. W. Swerts
Miss Ohio Express Co.
237 Fountain St.
Akron, Ohio

7,161 2,400 7,755 2,400

Lloyd Lawson E. & L. Transport Co. 14201 Schadee at Schaefer Rd. Dearborn, Mich.	3,096	3,000	2,430	NONE
also E. & L. Transport, Inc. of Ind. Dearborn, Mich.	2,737	3,000	2,181	NONE
Marvin Blakney East Texas Water Freight Lines, Inc. 623 North Washington Dallas, Texas	8,904	NONE	9,765	NONE
Walby Frantz Eastern Motor Express, Inc. 128 Cherry Street Terra Haute, Ind.	13,863	13,863	16,271	16,271
Ray O. Ellis Ellis Trucking Co., Inc. 430 Kentucky Avenue Indianapolis, Ind.	5,032	3,000	5,445	3,000
Ted V. Rodgers Zachasbach & Rodgers, Inc. 520 W. Seventh Avenue Scranton, Pa.	824	824	923	923
Clarence Garrett Garrett Freight Lines, Inc. 848 S. First Avenue Pocatello, Idaho	9,495	9,495	10,662	3,000
Lee Murphy Gateway Transportation Co., Inc. 2130 South Avenue La Crosse, Wisconsin	7,022	4,000	9,022	NONE
C. W. Hedberg Olestenberg Motorways, Inc. 820 Hampden Avenue St. Paul, Minn.	3,597	3,000	4,133	3,000
J. W. Smythe Gless Cartage Company 1115 South State St. Cleveland, Ohio	4,832	2,332	4,314	2,103
H. M. Oardee Oardee's Transport, Inc. 109 West McLamore Memphis, Tenn.	5,251	NONE	6,635	NONE

James A. Ryder Great Southern Trucking Co. 1961 Clarke St. Jacksonville, Florida	10,677	9,000	12,884	9,000
Joe. O. Watson Grayson Lines, Inc. 57 W. Grand Avenue Chicago, Illinois	4,727	500	5,554	PENDING
M. A. Riddle Hancock Trucking, Inc. 1917 W. Maryland St. Evansville, Ind.	6,953	NONE	8,794	NONE
James A. Hannah James A. Hannah, Inc. P. O. Box 89 Lawrence, Ill.	3,903	720	3,014	720
David H. Ratter Hayes Freight Lines, Inc. 628 E. Adams St. Springfield, Ill.	14,263	3,600	16,544	3,600
Edwin J. Ross Ross Cartage Co. Milwaukee, Mich.	4,934	3,000	4,836	NONE
E. B. Hoover Hoover Motor Express Co. 111 - 5th Ave., South Nashville, Tenn.	4,854	600	5,890	600
E. W. Seber Seber & Seber Motor Express 970 E. 8th Street Leadville, Kentucky	7,508	5,484	7,889	5,484
Charles E. Milliker Illinois California Express 508 East 51st Avenue Denver, Colorado	7,000	2,500	8,275	PENDING
L. D. Mahilly Interstate Motor Freight System 134 Grandville Avenue Grand Rapids, Mich.	21,450	21,450	23,057	NONE
E. B. Carter Interstate Motor Lines, Inc. 735 West Third South St. Salt Lake City, Utah	5,106	2,000	6,454	3,000
Walter G. Galt W. G. Galt Transportation Co. 250 North Avenue Greenville, S.C.	4,403	4,404	7,717	7,717

E. Ward Aieg The Moses & Dixon Lines, Inc. 212 First National Bldg. Kingsport, Tenn.	9,568	6,696	9,984	6,696
E. Brooke Matlock, Jr. E. Brooke Matlock, Inc. 33rd and Arch Philadelphia, Penna.	6,478	NONE	6,779	NONE
Stanley Masie Marquette Water Freight, Inc. 2625 Territorial Road St. Paul, Minn.	6,553	2,195	6,706	2,195
W. Stanley Seitz Michigan Water Freight Lines, Inc. 2225 Second St. Detroit, Mich.	8,101	8,101	7,969	NONE
D. L. Sutherland Middle Atlantic Transportation 976 East Main St. New Britain, Conn.	8,125	8,125	8,817	8,817
Cecil Varney Mid-States Freight Lines, Inc. 5200 South Pulaski Road Chicago, Ill.	13,715	13,715	15,602-	13,715
Milton Rotner Midwest Transfer Co. of Ill. 7000 S. Pulaski Road Chicago, Ill.	8,136	2,100	8,786	2,400
Jim The Heery Transportation Co. Chicago, Ill.	6,460	2,100	7,537	2,400
Pat L. Melet Miles & Sons Trucking Service P. O. Box 859 Marengo, Ill.	5,478	4,812	5,552	PENDING
Owen O. Orr Water Cargo, Inc. 700 Carroll St. Akron, Ohio	17,483	17,430	17,601	8,800
Lawrence Cohn Bevoje Freight Lines, Inc. 381 So. Broadway Denver, Colorado	6,221	1,200	8,846	1,200
James Biggett North American Van Lines, Inc. Lincoln Highway Fort Wayne, Ind.	11,748	11,748	16,572	12,000

J. F. Graetheusen The Norwalk Truck Lines Co. Norwalk, Ohio	19,264	19,264	22,750	22,750
Dexter Lishes Ma-Car Carriers, Inc. Frost & Pennell Streets Chester, Pa.	5,336	2,500	4,948	PENDING
Herbert J. Olson Olson Transportation Co. 200 Mather Street Kress Bv. Wisconsin	6,047	3,600	6,386	3,600
L. M. Dustley Pacific Freight Lines 2501 S. Alameda St. Los Angeles, Calif.	9,672	NONE	10,302	NONE
C. E. Johnson Pacific Intermountain Express Co. 299 Adeline St. Oakland, Calif.	20,050	16,332	20,617	16,332
H. T. Sharpe Pilot Freight Carriers Corp. P. O. Box 615 Wisconsin Selee, N.C.	4,907	4,907	6,066	6,066
John Magrove Red Star Express Lines of Auburn 24-50 Wright Avenue Auburn, New York	5,324	5,324	6,442	6,442
Henry E. English Red Ball Motor Freight, Inc. 1210 S. Lamar Street Dallas, Texas	4,994	4,994	5,947	5,947
J. Howard Mianich Red Star Transit Co., Inc. 7950 Dix Avenue Detroit, Michigan	6,356	6,356	7,067	7,067
J. W. Kingsby Orill M. Crawford Kingsby Truck Lines, Inc. 3201 Kingsby Court Denver, Colorado	7,818	NONE	8,942	NONE
S. E. Rice Rice & Company, Inc. 9th and Burlington St. Kansas City, Mo.	21,503	NONE	26,788	NONE

Carroll J. Roush Roadway Express, Inc. 147 Park Street Akron, Ohio	29,368	29,368	29,256	29,256
John Ruess Ruess Transport Corp. 406 S.E. 30th St. Des Moines, Iowa	5,407	5,407	5,482	5,492
Harry Waters Winks Motor Express Corp. Hochle Pike Leicester, Pa.	7,019	NONE	7,950	NONE
Ed J. Ruheer Silver Fleet Motor Express, Inc. 216 Pearl Street Louisville, Ky.	4,943	4,556	5,193	PENDING
Howard Seher Howard Seher, Inc. P. O. Box 1288 Eau Claire, Michigan	7,213	2,000	6,612	PENDING
Ted Baker Spectar Motor Service 3100 So. Halcott Avenue Chicago, Illinois	12,169	12,169	15,132	15,132
L. R. Strickland Strickland Transportation Co., Inc. 2917 Duquesne Lane Dallas, Texas	4,284	4,284	5,593	4,284
Peter J. Kraus Summit Post Freight, Inc. 1147 Benton St. Akron, Ohio	5,469	5,472	5,189	5,189
W. D. Bradley Summit Motor Lines 106 W. Washington Drive San Angelo, Texas	5,753	3,600	6,017	3,600
R. S. Crichton Super Service Motor Freight Co. Pensacola Lane Memphis, Tenn.	6,781	6,780	8,027	8,027
Joseph E. Isie Terminal Transport Co., Inc. 150 Harriett St., S.E. Atlanta, Georgia	4,363	NONE	4,494	2,200

R. B. Ostfreesen Transamerica Freight Lines, Inc. 1700 W. Waterman Avenue Detroit, Mich.	13,968	8,532	17,470	10,000
Scribner Hirschenbach Transcon Lines 1206 So. Maple Avenue Los Angeles, Calif.	4,011	5,927	5,927	6,032
M. M. Kruplasky Unico Freightways 801 South 7th St. Omaha, Nebraska	6,594	1,800	7,675	1,800
B. C. Cunningham United Transports, Inc. 2430 First Natl. Bldg. Oklahoma City, Okla.	6,414	1,000	6,033	PENDING
Jane Malone United Truck Lines, Inc. B. 915 Springfield Spokane, Washington	4,712	NONE	5,117	NONE
W. W. Warren United Van Lines, Inc. 7508 Maplewood Industrial Court St. Louis, Missouri	6,792	949	9,051	949
Valley Motor Lines, Inc. 1107 D. Street Fresno, California	5,427	1,200	6,041	1,200
Klaeser Wellbacher Viking Freight Co. 614 S. 5th Street St. Louis, Missouri	6,139	6,139	6,115	6,115
Fay Watson Western Exp. Transportation Co. 502 S. 14th Street Omaha, Nebraska	19,407	2,750	21,918	2,750
Donald B. Roberts West Coast Fast Freight, Inc. P. O. Box 3026 Seattle, Washington	10,682	8,436	12,655	12,655
John W. DeVane Western Express Company 1277 S. 40th Street Cleveland, Ohio	4,987	4,987	5,715	PENDING

Richard Cantley Western Truck Lines, Ltd. 2835 Santa Fe Avenue Los Angeles, Calif. also Cantley & Tansels, Inc. Los Angeles, Calif.	7,551	1,200	8,726	NONE
David W. Ganta Wilson Freight Forwarding Co. 3636 Pollett Avenue Cincinnati, Ohio	2,642	NONE	3,026	NONE
George E. Powell, Sr. Hallen Transit Freight Lines, Inc. 18 West 17th St. Asheville, Missouri	9,272	5,400	10,116	5,400
Lee Baidel York Motor Express Co. York, Pa.	7,968	NONE	7,481	PAID
	4,816	1,200	5,570	1,200

glo

TAXATION *of Interstate Trucks*



*The Position,
Policies
and Recommendations
of the
Trucking Industry*

Prepared and published by **AMERICAN TRUCKING ASSOCIATIONS, INC.**
WASHINGTON, D. C.

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INTRODUCTION

Taxation of trucks, particularly those engaged in interstate commerce, has become one of the most confused and controversial domestic issues of the day.

Any problem that is as important and complex as this one is certain to create confusion and controversy, and doubly so when powerful competitive interests are working incessantly not to solve but to compound the problem.

At stake in this confused controversy are the livelihoods of thousands upon thousands of American citizens who own or are employed in the operation of these trucks. Also at stake is a mode of transportation which has revolutionized American distribution methods and upon which American consumers, agriculture, industry and business — the entire economy — have become dependent.

The magnitude of the problem, and the importance of a sound and equitable solution, is emphasized by the fact that it is now being given special joint study by the Governors of the 48 States, and numerous other individuals and organizations. The trucking industry is gratified that the Governors are taking this interest. Truck owners and operators throughout the nation, small and large, private and for-hire, are looking hopefully to the Governors for a fair solution that will bring to an end what has been a continual nightmare of harassment, criticism, abuse and fear.

Truck taxation is, at best, a complicated question. Adding to its complexity has been the tendency to confuse two issues which, while somewhat related, actually are separate issues.

One issue is whether the highway taxes levied by any particular state are equitable in their application to the various types and groups of highway beneficiaries within that state. This issue, which involves the proper LEVEL of truck taxes as distinguished from proper METHODS of truck taxation, is discussed in Section H, beginning on Page 21.

The second issue, which is the underlying cause of the current truck reciprocity controversy, is whether the taxes paid by interstate trucks are equitably distributed among the states through which these trucks operate. The elements of this issue, and the policy and recommendations of the trucking industry with respect to it, are outlined in Section I, beginning on Page 7.

It is vital that these issues be resolved calmly and intelligently by responsible officials whose sole objectives are justice and promotion of the nation's best interests.

Every truck on the highway is there for one reason, and one reason only: It is doing a job which some segment of the economy needs to have done.

The agriculture, industry and commerce of the United States have their future in the national widening and intensification of markets through highway transport. Until the advent of highway transport, many farms, factories and businesses were bound and limited by the location and service conditions of railroads and other older transport forms. Because the motor truck has put every field and shop and store "on the main-line" for growth and progress, any situation which tends to hamper artificially the service of the truck also tends to restrict the welfare and prosperity of most Americans in various ways.

Although its workaday services are less obvious because they lack the personal experience factor of the passenger automobile, the truck and its use have come to loom so essential in the American scene that public policy dictates a course that will encourage and support the fullest and freest utilization of these vehicles.

The trucking industry, and the highways it uses in partnership with the motorist, have long been the target of open and covert attack by railroad interests apparently willing to subordinate the public good in favor of hoped-for competitive gains. While the railroads have asserted repeatedly that their assaults, via propaganda and lobbying, are aimed only at the larger trucks in inter-city service, their assaults, if successful, would curtail the usefulness of all trucks and even reduce access to railroads themselves. It is encouraging to note that an increasing number of public officials and voters are becoming aware of this selfish and inevitably hopeless effort to block general progress, and are reacting accordingly.

SUMMARY

Under well established reciprocity arrangements, a passenger automobile properly licensed in its home state may operate in any other state without payment of any additional license fees or taxes except fuel taxes.

In the past, similar reciprocity has been extended by most states with respect to motor trucks. In recent years, there has been growing pressure in some states to approach truck reciprocity in a different way.

Equitable To Shoring Among States Is Good! Advocates of a change contend that differences in the levels of truck taxes and in the nature of truck operations make it desirable that the tax payments of interstate trucks be equitably distributed among the states through which such vehicles operate.

The Council of State Governments has proposed a program for accomplishing this objective. The trucking industry agrees with the objective, but it has strong and valid objections to the method proposed by the Council for accomplishing the objective. The industry proposes a different method which it believes to be more practical and which will achieve the same goal.

Under the method proposed by the Council, each state would translate all of its existing taxes on each class of trucks into mileage rates to be paid in lieu of the normal taxes.

Basic Facts in Mileage-Rate Proposal Cited The trucking industry raises four basic objections to this method. These objections (outlined more fully in Section I) are:

1. Accurate basic data necessary to develop accurate and equitable mileage rates are not available. Thus, the mileage rates would be established on an arbitrary basis, resulting in serious inequities and dislocations.

2. In lieu of registration fees and fuel taxes, which are inescapable, all truck taxes would be paid (or not paid) on a self-assessment basis. Past experiences in states having mileage taxes have proved that the load is carried by the larger fleets. It is impractical to audit the books of owners of only one, two or three trucks, and the bulk of the large vehicles fall in this category. Tax experts know that self-assessments are impractical under such circumstances.

3. Unless the method proposed by the Council were adopted simultaneously in all states, there would be an inevitable breakdown of relations between adopting and non-adopting states, with serious consequences for interstate commerce and the economy generally.

4. The basic avowed intention of the Council proposal is prevention of Federal intervention, but the plan would defeat its own purpose and make Federal intervention inevitable, either to compel universal adoption or to prevent the destruction that would be wrought by piecemeal adoption.

**Two-Structure
Tax, Reciprocity
Solution Urged**

The trucking industry recommends that there be only two types of taxes, registration fees and fuel taxes, and that machinery be established to equitably distribute these taxes among the several states. This can be done and, in fact, currently is being done by some states free of the difficulties and dangers that are inherent in the method proposed by the Council.

The method proposed by the industry (detailed in Section 1) calls for the preservation and promotion of reciprocity within the framework of the two-structure tax system. This would be achieved by administering

and applying the registration fees and motor fuel taxes in such a manner that all the states would receive tax payments from trucks commensurate with their relative use of each state's highways.

Under the industry's proposal, truck fleet operators would register their units in each state, so far as possible, in the ratio in which they operate in those states, thereby giving each state its proportionate share of registration payments.

An equitable distribution of fuel tax payments would be obtained by the application of "fuel-use" laws requiring interstate trucks to pay fuel taxes to each state commensurate with mileage operated in the state.

Inter-State Pacts Broken By Added Tax The criticisms of the Council's proposal to apply mileage taxes in lieu of existing fees and fuel taxes apply with even greater force to proposals to apply mileage taxes IN ADDITION to the existing fees and fuel taxes. Such taxes also result in serious inequities and are destructive of interstate reciprocity relationships.

Some proponents of such "third-structure" taxes do not even pretend that they are designed to bring about equitable distribution of truck taxes between the states. They are designed to arbitrarily "get something from out-of-state trucks", and they result in substantial INCREASES in truck taxes without any sound justification for such increases.

In an effort to justify such increases, the proponents usually cite a few so-called studies which purport to show that the trucks are failing to pay their fair share of highway costs. In almost every case, such studies are based upon the same fallacious theory of determining the tax responsibility of different types of highway users, namely the ton-mile theory, which has been condemned by the U. S. Bureau of Public Roads, the Federal Coordinator of Transportation and other outstanding authorities.

**'Singling Out'
of Trucking
Is Inequitable**

Objective studies based upon methods recognized as sound by these authorities and even by those who have resorted to the ton-mile method show that trucks are paying their fair share of existing highway taxes.

Therefore, although the industry recognizes that in some states additional highway funds may be needed, it objects vigorously to being singled out for unjustified and punitive taxes. Where the need for additional funds is established, the industry has repeatedly indicated its willingness to accept its fair share of across-the-board increases in license fees or fuel taxes.

The folly of any attempt to solve the broad highway revenue problem by saddling a relatively small group of highway users with exorbitant and ham-stringing taxes should be apparent. For example, if the net profits of all the for-hire truck lines in the country were confiscated to raise highway funds, the amount would be less than the amount raised by a one-half cent per gallon tax on fuel, applied to all motor vehicles.

Some proponents of such "third-string" taxes do not even pretend that they are designed to bring about equitable distribution of truck taxes between the states. They are designed to arbitrarily "get something from out-of-state trucks," and they result in substantial increases in truck taxes without any sound justification for such increases.

In an effort to justify such increases, the proponents usually cite a few scattered studies which purport to show that the trucks are failing to pay their fair share of highway costs. In almost every case, such studies are based upon the same fallacious theory of determining the tax responsibility of different types of highway users, namely the ton-mile theory, which has been soundly repudiated by the U. S. Bureau of Public Roads, the Federal Coordinator of Transportation and other outstanding authorities.

SECTION I *The Issue of Truck Reciprocity*

As pointed out in the Introduction, the proper LEVEL of truck taxes is a separate issue to be discussed in Section II, and should not be allowed to confuse the reciprocity issue.

The reciprocity issue exists independently and even in the absence of any quarrel about the LEVELS of truck taxation. It must be viewed in that light to be clearly and properly understood.

Therefore, in order that the reciprocity issue may be clearly drawn, we shall assume for the moment that each state has only two types of truck taxes — license fees and fuel taxes — and that the rates in each state result in truck taxes which are equitable.

Highway taxes assessed against passenger cars are limited, in fact, to license fees and fuel taxes, and it is generally assumed that the levels of such taxes result in an equitable tax payment.

It is conceded, even by the critics of truck reciprocity, that automobile reciprocity is working efficiently and should be continued. Automobile reciprocity enables a car properly licensed in one state to travel in all other states without purchase of any additional license, and leaves the motorist free to purchase his fuel (and thus pay his fuel tax) whenever and wherever he chooses.

Under this arrangement, the tax payments of automobile owners are not precisely distributed among the states in accordance with miles operated in each state. There are countless individual cases of automobile owners who buy their licenses and purchase their fuel in one state, while operating the bulk of their mileage in another state. This condition is particularly prevalent where there are substantial concentrations of population near the border of two states having different tax rates.

Nevertheless, it is assumed generally that the highway tax payments of automobile owners are roughly distributed among the states in accordance with highway use.

Assuming that truck registration fees and fuel taxes are fixed at levels which result in an appropriate tax payment, then the only reasonable basis for criticizing reciprocity—the basis upon which it usually is criticized—is that the tax payments of interstate trucks are not equitably distributed among the several states.

Why is this criticism made against large trucks but not against passenger cars?

It is argued that passenger car registration fees are nominal, and if the car owner simply registers in the state in which he lives, such fees are fairly distributed among the states. In the case of large trucks, however, fees are very substantial; single owners frequently operate large fleets with regularity through more than one state, and if all the vehicles are registered in the state of domicile, the other states do not receive their fair share of the taxes.

Similarly, it is argued that passenger cars have small fuel tanks and, therefore, an automobile traveling in more than one state must necessarily distribute its fuel purchases. On the other hand, it is contended that trucks have large fuel tanks which enable them to cross state lines without refueling, and thus to avoid paying fuel taxes in one or several states.

The question is: Are these differences in passenger car and truck operation significant enough to require the handling of truck reciprocity differently than automobile reciprocity? This is a question which, in the final analysis, must be determined by the states, more specifically by the Governors and responsible state officials.

Fair Distribution Needed

For its part, the trucking industry is perfectly willing to have the taxes of interstate trucks fairly distributed among the states on a basis that is sound and practical. This was made clear in a statement of policy adopted by the Executive Committee of American Trucking Associations, Inc., March 12, 1964, and contained herein as Appendix A.

Among other things, this policy statement declares:

"It is the position of the industry that highway use taxes should be limited to registration fees and fuel taxes, and that

such taxes can be and should be equitably distributed among the states.

"The industry believes that past failure of the industry and the states to apply the principles of proportionate distribution of these first and second structure taxes among the states, in accordance with the principles contained herein, precipitated the levying of third structure taxes, which have been a primary factor in the breakdown of reciprocity between the states . . ."

The ATA statement of policy outlines a proposed basis for accomplishing equitable distribution of interstate truck taxes among the states without imposing undue burdens upon state administrative agencies and upon the industry itself.

Council of State Governments' Plan

Before discussing the basis suggested by the industry in its policy statement, however, it is desirable to consider the basis suggested for consideration by the Council of State Governments, which has been printed and given wide circulation.¹ The Council's proposal would entail consolidation of all highway user taxes on vehicles having a gross weight in excess of 18,000 pounds into a series of mileage tax rates to be paid in lieu of all other highway user taxes, and this would be the sole basis for reciprocity.

This plan was offered by the Council as "an effort to establish machinery which will assure that the portion of highway-user taxes paid by the operators of heavy commercial vehicles may be borne by interstate and intrastate users on an equitable basis."²

Calling attention to the failure of reciprocity to bring about a balance of tax payments as between the states, the Council stated, "If inequities such as these are not eliminated by state governments there is a strong possibility that the Federal government may become more deeply involved in the field of highway taxation."³

Underlying the Council's proposal, then, is an announced desire to fairly distribute interstate truck taxes among the states without intervention by the Federal Government. The organized trucking industry is in complete sympathy with this objective.

¹ "Suggested Interstate Highway Use Tax Law", December, 1952, Council of State Governments.

² *Id.*, p. 4.

³ *Id.*, p. 2.

The industry cannot agree, however, with the METHOD proposed by the Council for achieving the objective.

The primary purpose of the Council committee's suggested program is to improve reciprocity yet its suggested law¹ would, if enacted by any one state, have two immediate consequences which would destroy reciprocal relationships. Either the enacting state would have no reciprocity with any other non-adopting state², or it would be in exactly the same position in which the state of Ohio currently finds itself, only more so.

Vehicles from non-adopting states, in the latter situation, would have to pay all of the adopting state's charges in full. The only reciprocity extended toward them would be the privilege of paying the adopting state's mileage tax and this would be granted only if their state granted full registration and weight fee reciprocity.³

Federal Action?

Previous experiences with similar situations adequately demonstrate that vehicles from non-adopting states would be required to pay full fees in each adopting state. The inevitable consequence would be cancellation of reciprocal interchange between adopting and non-adopting states.

It must be concluded, therefore, that, in order to prevent the creation of a more confused and detrimental situation than presently exists, the Council's proposal would have to be adopted simultaneously by all states. The only effective means for accomplishing such a result, however, is congressional action. Inasmuch as avoidance of federal intervention is a prime motivating factor for promulgation of the plan,⁴ the features discussed indicate that it would be unsatisfactory from this standpoint as well.

Thus, while we agree with the Council's objective of equitable distribution of interstate truck taxes among the states, the Council's proposed method of accomplishment simply would not work in practice. It would, instead, defeat its own purpose by aggravating the condition it is designed to correct, and would make Federal intervention a virtual necessity.

¹ Note 1, *supra*, p. 7.
² *Id.*, Section 21, p. 12.
³ *Id.*, Section 22, p. 12.
⁴ Note 2, *supra*.

Inherent in the Council's proposed method of distributing local fees and taxes to interstate vehicles is the involved computation of a separate mileage rate for each vehicle category. The rate per mile would be equal to the fees and taxes normally applicable to a vehicle in that category, divided by the average annual miles of travel, both within and without the state, for that size, weight and type of vehicle.* Each adopting state would have to establish its own rates.

Fair and accurate computation of mileage rates which properly reflect a proportionate share of a state's normal fees and taxes is a complex and controversial problem. It requires accurate data regarding such things as annual average mileage and fuel consumption per mile for each of the numerous types and sizes of vehicles.

Such data simply are not available and would be extremely difficult to develop and keep current. Moreover, these factors are the subject of vast differences of opinion among government officials and agencies and others. In such circumstances, the mileage rates almost certainly would have to be fixed arbitrarily, resulting in serious variations and injustices.

Difficulties Conceded

These difficulties have been conceded by the highway tax committee of the National Association of Tax Administrators, which actually originated the plan proposed by the Council. In a 1962 report, and in language that is a careful understatement, the NATA committee acknowledged these difficulties, as follows:

"The real problem in setting up a tax schedule will be to ascertain average mileage of the various classes of vehicles, in order (1) to estimate average tax payments, and (2) to use as denominators by which to divide the tax payments. Average vehicle mileage data are not available in most states. Also, there may be considerable variation among the states; hence, it will be necessary for each state to assemble data and make estimates that will yield a reasonably satisfactory answer."

Eloquent evidence of the complications involved is offered by the pamphlet "Mileage Tax Equivalent—State Highway Taxes", which is Research Report No. 37, published by the Federation of

*"Establishing Mileage Tax Rates under the NATA Program to Improve Payment of Interstate Highway Use", *Apportionment and Work*, January, 1966

Tax Administrators, December 1, 1953. Intended as a demonstration of the facility with which such computations might be made, it overlooks the simple fact, for instance, that the weight of an unladen truck-tractor is increased when coupled with a laden semi-trailer. From this erroneous starting point it becomes obvious that the mileage equivalents derived are exceedingly shaky, yet this is model work by national experts. The work contains other glaring errors as a casual examination of Vol. 27, No. 7, "Public Roads" (p. 127 et seq.) will show. The complexities involved in fixing equivalent mileage tax rates are real and substantial and should be given great weight in evaluating any proposal for interstate mileage taxes.

Another consideration worthy of contemplation is that under the Council's proposal, registration fees and fuel taxes, which are collected easily and surely, would be replaced completely by a self-assessment form of taxation. This is a major weakness.

New York, for example, has supplemented its other taxes with a weight-distance tax, and the only way the state can assure that the tax is being paid properly is by auditing the books of the taxpayers.

However, an official of the New York tax department, at a public hearing before a Virginia legislative committee at Richmond, admitted that the state makes no attempt to audit the books of truck owners having fewer than 10 trucks, despite the fact that the bulk of the large trucks are owned by those who have fewer than 10 units.

Doesn't Insure Equity

Experience in other states shows conclusively that where substantial mileage taxes have been applied, the taxes are paid only by a relatively small number of owners, with large numbers escaping the tax because of the difficulties of enforcement. Fuel taxes and registration fees can not be escaped, and assure the state the tax money to which it is entitled and result in fair treatment of all truck owners.

From the foregoing, it should be reasonably apparent that the Council's proposal can not obtain the announced objectives because (1) it does not assure equity as between truck owners; (2) it does not assure equity as between the several states; and (3) its adoption by any of the states singly would encourage

rather than forestall Federal intervention.

This is not to say that the underlying objective of the Council's plan is impossible of achievement. It can be achieved and, as already noted, the trucking industry recommends that it be achieved.

Trucking Industry's Proposal

The objective of the Council of State Governments—an equitable distribution of tax payments by interstate trucks among the states through which they operate—can be achieved with registration fees and fuel taxes without resorting to "in lieu" mileage taxes as proposed by the Council, or to supplemental mileage taxes now being attempted by some states.

It can be achieved, moreover, in a way that does not necessarily require simultaneous and uniform action by all the states; in a way which will enable each state to act unilaterally to assure itself a fair share of interstate truck taxes.

Apportionment of Fuel Taxes

With respect to fuel taxes, American Trucking Associations, Inc., has taken the following position: "We desire that each state shall receive its equitable proportion of fuel taxes paid by operators of trucks and that the equitable portion to be allocated shall be computed on the basis of miles operated in the state as compared to total miles operated; that fraction to be applied to total fuel used in propelling vehicles on the highway".

More than thirty states already have taken action in that direction.

A score of states have attempted to achieve the desired result by placing limits on the number of gallons of fuel a truck may have in its tank upon entering the state. (See Appendix B.) However, this so-called "stick-the-tank" method has not been very practical or satisfactory.

The method we recommend—a statute requiring truck operators to report and pay fuel taxes commensurate with mileage operated in the state—has proved to be far superior. Such statutes have already been adopted and are being administered in eight states. One state has a statute effective July 1, 1954, and in two additional states there is fuel-use tax legislation that

can be applied to vehicles operating from states applying that type of taxation. (For a listing of these states and a summary of the statutes, see Appendix C).

To those states which currently make no effort to assure fuel tax payments, and to those states which are not satisfied with their present methods of doing so, we recommend that consideration be given to enactment of a statute such as the one now in operation in Virginia (Michie Code, Sec. 58-627, et seq., as amended in 1954).

The relatively simple provisions of this statute, which involves gallonage tax responsibility on a proportional basis fixed by relationship of Virginia miles to miles in all states, commends it above laws requiring more detailed and, therefore, burdensome reporting. The Virginia method accomplishes the objective with a minimum burden upon the state and the truck owners.

Virginia's Gallonage Levy

The Virginia law requires carriers to pay a gallonage tax based upon the portion of total gallons consumed in operations on Virginia highways. The carrier makes a relatively simple quarterly report showing his total mileage and the portion of the total operated in Virginia. The resulting ratio of Virginia mileage to total mileage is used as the basis for determining the portion of total fuel gallonage consumed in Virginia operations.

The carrier also reports the number of gallons purchased in Virginia, and if such purchases balance with the gallons consumed in Virginia, he has met his obligation. If the gallonage purchased in Virginia is less than the carrier's consumption in Virginia, he must pay the tax on the difference. To the extent that a carrier's purchases of fuel in Virginia exceed his consumption in the State, the carrier gets a "credit" for the tax and such amounts may be refunded for use by the carrier in off-setting "debts" incurred in other states having a similar law.

(The Virginia statute and the report form that is used are set forth in Appendix D).

Enactment of similar laws in other states would assure such states of their equitable share of the fuel tax payments of interstate trucks.

Apportionment of Registration Fees

As noted earlier, the trucking industry believes that registration fees, as well as fuel taxes, "can be and should be equitably distributed among the states".

In its policy adopted March 12, 1954, (See Appendix A), the Executive Committee of American Trucking Associations, Inc., stated:

"Any vehicle on which a license fee is paid to a state entitled to the revenue should have the right to operate in any other state without the payment of any additional highway use fees or taxes of any kind except fuel taxes.

"The state which is the residence of the owner, or a principal place of business of the carrier, should be entitled to the license fees in all cases where fair and practicable.

"In order to guarantee a fair distribution of the license fees between states, any state, or group of states, should have the authority to enter into agreements with multi-vehicle fleet carriers operating in more than one state for the proportional distribution of license fees, where not prohibited by state law, to the end that reciprocity shall be full, complete and automatic."

This language clearly places the industry on record in support of legislation in each state which would make it possible for a state to work out with multi-vehicle fleet motor carriers a fair basis for apportioning the registrations among the states through which the fleets operate.

Inclusion in the statement of the words, "where not prohibited by state law", simply constitutes a recognition of the fact that apportionment of registration fees is not possible under the current laws of some states, and that such laws would have to be revised to permit apportionment.

Ten states already have statutory provisions permitting license apportionment. (See Appendix E).

Four states and the District of Columbia, while lacking a specific provision, have laws which appear broad enough to allow state officials to enter into agreements providing for apportionment. (See Appendix E).

There are twenty-nine states which require registration according to "residence" and thus would need enabling legislation to permit apportionment. (See Appendix E).

Finally, there are five states which, while not bound by a "residence" provision would appear nevertheless to require enabling legislation to permit apportionment. (See Appendix E).

Each state could take unilateral action to effect apportionment without destroying interstate relationships. It would be highly desirable, of course, for the states to work together in an effort to accomplish the goal with a minimum of difficulty for the states and the truck owners.

For several years, the ten southern states have been operating under an agreement which is worthy of consideration. Known as the "Joint Motor Vehicle Reciprocal Agreement of the Ten Southern States", this agreement establishes standards for determining in which state a vehicle should be registered. (See Appendix F). Officials of the southern states obviously feel that the agreement distributes license fees among the states on a fair and reasonable basis, even though the agreement does not result in apportionment by application of a precise mathematical formula.

How Fees Are Shared

If precise apportionment is contemplated, a considerable backlog of administrative experience is available as a guide. Oregon and Washington have had apportionment arrangements in effect since 1947, and fairly recent enactments in other states indicate that this type of fee distribution has received acceptance based on observation.

One simple method of apportionment of license fees might best be explained by citing a hypothetical case:

An interstate trucking company with 100 over-the-road units operates in four states. Its fleet ran a total of 1,000,000 miles in the reporting year — 400,000 miles of which were in State A, 300,000 in State B; 200,000 in State C; and 100,000 miles in State D.

Accordingly it would domicile and register 40 vehicles in State A; 30 in State B; 20 in State C; and 10 in State D. In this manner the taxpayer would only be required to register once, thus retaining reciprocity without multiple taxation, while the states in turn would share equitably the fleet's total tax payment.

The foregoing method of apportioning vehicles generally is not

considered as satisfactory as variations under which dollars, instead of vehicles, are apportioned. To accomplish this result, the fleet owner, prior to the start of the license period would furnish each state of operation with (1) a list of states in which vehicles are operated (only over-the-road and not local pickup and delivery vehicles) and the total miles operated in each state; (2) a list of each piece of equipment in the fleet which is operated in more than one state.

The tax due to any one state would be computed by applying the percentage of total fleet miles operated in that state to the total number of dollars which would be required to register all of the carrier's interstate vehicles in that state.

In other words, if the cost to a carrier for registering all of his interstate vehicles in a particular state would be \$18,000, and one-third of his interstate mileage was operated in that state, then the state would be due \$6,000. This proportional sum would then be paid for full registration of the entire fleet.

There are several methods by which this type of licensing can be applied. Under one plan, the operator would purchase sufficient full license registrations to equal, in cost, the proportionate dollar amount arrived at by application of the mileage percentage to full fees. Appropriate license plates would then be placed on the vehicles selected, while identifying plates or decal stickers, at a nominal cost, would be issued for the balance of the vehicles named on the apportionment declaration. This is substantially the method employed in the Montana statute.

A variation of the plan would involve issuing of distinctive identification at a nominal cost, for each fleet vehicle which would thus be identified as fully registered in the state.

Nevada's Plan

Another method of statutory, unilateral selection of an "appropriate" portion of license fee responsibility by a state has been adopted in Nevada. This plan requires submission of information about mileage, schedule, equipment, operating data, etc., to an administrative body which on application, determines the "... average number of power driven vehicles continuously required in the state in the normal conduct of the operations of each such fleet ..."

A still farther way for achieving an apportionment result is

through statutes authorizing agreements between states for that purpose. The information required from carriers and the scope of application, under this type of permissive statute would be left, largely, to administrative determination, as in the Idaho statute.

Another method of agreement for attaining apportionment was suggested as a part of a proposed uniform reciprocity statute developed by a workshop committee of the American Association of Motor Vehicle Administrators, approved in principle by that organization and adopted by the State of Montana in 1963.

Section 2(b) of the Montana statute provides:

"Agreements or arrangements entered into under the authority herein granted may contain provisions authorizing an owner or owners of one of the states, district, territories or possessions of the United States or foreign states, provinces or countries which is a party thereto to register or license vehicles in another jurisdiction which is a party thereto. Vehicles registered or licensed in one of such jurisdictions under such provision shall be exempt from registration or licensing requirements in the other jurisdiction or jurisdictions which are parties thereto and shall be entitled to all exemptions, benefits and privileges granted with respect to other vehicles registered or licensed in such jurisdiction, as to such interstate operations."

Minimum Red Tape

This mutual recognition of "resident" status for a non-resident for licensing purposes, by agreement, is intended to remove technical impediments to apportionment and permit administrative arrangements to accomplish a fair result.

The direct inference which must be drawn from this variety of approaches to license fee apportionment is that it can be put into operation from state to state without causing serious disruption of relationships between states and without the absolute requirements of a uniform statute, although preparation and promulgation of such a proposal would be highly desirable.

There are other advantages. A single report, subject to audit, of course, but made in advance of use and accompanied by full payment, produces definite revenues with a minimum of administrative burden on both state and taxpayer. It should be apparent

also that this type of law would require only the simplest of computations as distinguished from a proposal involving complicated estimates and assumptions applied on a complicated formula.

Further, under the license apportionment plan, the amount of license fees paid by each truck owner would be in direct proportion to the use he makes of each state's highways. The mileage tax plan, on the other hand, would employ a number of involved, assumed and varying averages in annual mileage and fuel consumption to arrive at a mileage tax rate for each class of vehicles, by sizes and weights, for each state. Appendix G shows clearly the difference between the formulas to be applied under each of the two plans. In addition to indicating the complete reliance of the mileage tax plan on statistical averages, Appendix G illustrates its extreme complexity.

Offers Easy Check-Up

It should be emphasized that licensing under an apportionment plan should be optional rather than mandatory. The options, however, should not permit the avoidance of apportionment responsibility. The options would be (a) licensing of every vehicle, (b) proportional fleet licensing, or (c) trip permits.

Single vehicles can, of course, be subjected to proportional license charges by application of the percentage of total mileage to the fees of each of several states. Inasmuch as an apportionment declaration contemplates a complete statement as to all states of operation, a cross check of proportional single licenses by states could be made very easily, at least with as much and probably more facility than would be possible with mileage tax audits of single truck owners.

Such operations, however, being largely confined to travel between two adjoining states are much more likely to be naturally adjusted by similar movements of like vehicles between those two states than is the case with fleets of vehicles. For this reason, and because of the extensive administrative effort involved in policing single vehicle apportionment, it is recommended that apportionment plans be limited to multi-vehicle fleets. Probably the lowest number of vehicles to constitute such a fleet should be three and a more desirable number would be five, as is the Nevada law.

In conclusion, It should be reiterated that equitable taxation of large trucks can be accomplished with registration fees and fuel taxes; that if such registration fees and fuel taxes are fairly apportioned among the states in accordance with the industry's recommendations the only criticism of reciprocity which has any validity will have been removed; and that the proper LEVEL of truck registration fees and fuel taxes is a separate matter to be discussed separately in Section II of this report.

Finally, we recognize that imperfections may intervene between the apportionment principles here advocated and the eventual statutory revisions necessary to make our suggestions effective. We sincerely offer our cooperation toward solution of any such difficulties and earnestly request that we be called upon to participate in cooperative activities seeking this end. We are satisfied that the vast amount of time and effort already expended in the field by vehicle and tax administrators and industry and government consultants have brought the entire problem closer to solution. We are convinced that joint effort of those treating with the subject can make further progress certain.

SECTION 2 *Truck Taxes and Highway Costs*

In approaching the question of whether truck operators pay their fair share of taxes, it is essential to distinguish between general taxes and special highway taxes.

Owners of trucks pay income taxes, property taxes and other general taxes on precisely the same basis as everyone else. It is obvious, therefore, that they pay their proper share of general taxes for the general support of Government.

The controversy, then, has to do with the SPECIAL taxes paid by truck owners for the support of highways. In most states, construction and maintenance of highways are treated as a special function of government to be paid for in large measure by special taxes levied against the users. Truck owners are among these beneficiaries, and they have been singled out and subjected to allegations that they are being subsidized by all the other users.

What is the basis for this allegation? This is the question before Governors and the people. Those who allege that trucks are subsidized offer arguments to support their allegation. Thus, the allegation must stand or fall, depending upon the validity of the arguments designed to support it.

It is essential, therefore, to carefully examine these arguments.

The real crux of the problem of highway user tax equity is the assignment of dollar responsibility to classes of beneficiaries and to classes of users. Tax laws which divide lump sum responsibility of each class among its individual components result in payment of a "fair share" only if the lump sum to be distributed has been arrived at fairly.

In approaching this problem, the very first question to be resolved is: What share of the total highway and street bill should be collected in special taxes against motor vehicle owners, and what share should be collected from other beneficiaries such as abutting property owners and the community generally?

There was a vast network of city streets and rural roads in this country long before the motor vehicle was invented. They were essential to defense, to business and to the general health, protection and welfare of communities and farmers.

It is universally recognized that proper division of responsibility between these non-user beneficiaries, on the one hand, and motor vehicle owners, on the other hand, should be the first step in attempting to determine equity.

However, studies which are cited in an effort to support allegations that trucks are failing to pay their share lightly dismiss this first basic question despite the strong likelihood that serious injustices have resulted from hit-or-miss development of existing highway tax structures. If highway users pay a share which includes sums properly chargeable to other beneficiaries, basic equity obviously is impossible.

Ton-Mile Method Weak

In addition to ignoring one of the basic issues, it is also a fact that in attempting to assign tax responsibility among different classes of motor vehicles such studies have relied almost exclusively on analyses made under but one theory—the ton-mile theory. It can readily be shown that this method is inherently weak and that the basic assumption on which it rests lacks logic.

This point has been clearly reported by an arm of the Council of State Governments. (Preliminary Appraisal of State Highway Finance Studies—November 18, 1963. A Report to the Research Subcommittee of the Western Interstate Committee on Highway Policy Problems. p. 24)

It is essential that we have a clear understanding of the term "Ton-Mile Tax". It has been so loosely used that it is often difficult to determine the intent of its application. Specifically it has two aspects: First, as a method of establishing the tax responsibility of each vehicle class; the second, as a method of collecting a highway use tax. The two aspects are separate and distinct and are often unrelated.

Allocation of user responsibility under the ton-mile theory does not necessarily mean that the resulting tax will be collected on a ton-mile basis. It can, and has been met by flat fee assignments. Conversely, collection of tax assignments made under any theory may, and have been made on a ton-mile basis, as in

pointed out on page 13 of the reference cited in the previous paragraph. Included in this category are so-called mileage taxes, weight-distance taxes, axle-mile taxes, etc. For reasons which will be shown, we are unalterably opposed to the use of the ton-mile as a method of tax allocation and to the ton-mile or its associated taxing methods as a means of tax collection. The only substantial deviation from "ton-mile" in the studies usually cited as authoritative by those who attack trucks is a study made in Oregon in 1935, which has not been revised since that time and does not, therefore, reflect the vast change in numbers and characteristics of motor vehicles since 1935.

Even the proponents of the ton-mile method have resorted to it only after admitting that it was inferior to a sound application of the other methods. In 1950, the ton-mile method was used in a study made by Dr. James C. Nelson in the State of Washington. Dr. Nelson's report contained these passing comments:

"The gross ton-mile measure of relative use does not necessarily reflect the actual cost of each vehicle's use of highways, roads and streets"

"It was also recognized that a finer adjustment could have been worked out had it been possible to develop a full-scale incremental cost study which would have segregated those components of highway maintenance and construction costs which are traceable to the heavier and larger vehicles from those which can be said to be truly occasioned in common by all motor vehicles."

Concedes Unfairness

In 1962, in a study made in the State of North Dakota, Dr. Nelson further conceded:

"In developing equitability facts from a gross ton-mile allocation, no claim is made that such is the most tenable method of checking equitability as among different classes of motor vehicles."

A 1960 report made in Colorado, entitled "Colorado's Highway Needs and Highway Financing", conceded the incremental method was sounder than the ton-mile method. It stated:

"The incremental cost theory is considered at some length in this report, for potentially it represents the best and most accurate basis of highway cost allocation. The theory of incremental costs, which appears quite

logical from a cost assignment viewpoint, is limited in application by the complexities of the knowledge and method required to support it."

With such specious reasoning behind it, the Colorado report recommended the ton-mile method, and added:

"The chief merit of the ton-mile approach is found in the factual weaknesses of other methods of tax apportionment which might be founded upon sounder principles of public finance."

This is just another way of saying that there are sounder methods, but the ton-mile method is recommended because it is easy to work.

The entire question of highway cost assignment and taxation is a difficult one, and the knowledge required and difficulties involved in the application of sound methods are scarcely justification for turning to an unsound, oversimplified method, particularly when such method, if adhered to in assessing taxes, would levy unreasonable and confiscatory charges against the larger and heavier vehicles. It is significant that where the ton-mile method has been used, those making the analysis never have suggested that the tax structure be adjusted accordingly, but have used the results only as a basis for suggesting SOME adjustment in truck taxes.

In this connection, it is suggested that a much more accurate solution may be obtained by approximate use of sound methods than can be achieved by use of a method which is accurate statistically but completely unsound in its underlying principles.

Ton-Mile Theory Rejected

The ton-mile theory has been examined in detail and, after such examination, has been rejected by outstanding students in the field of highway taxation.

These authorities, whose integrity and knowledge of highway matters are indisputable, repudiate and have condemned the theory of ton-mile taxation.

Among them was the late Federal Coordinator of Transportation, Joseph B. Eastman, member of the Interstate Commerce Commission for 25 years, Director of Defense Transportation during World War II, and generally considered the country's outstanding transportation expert.

After an exhaustive six-year study of highway taxation and proposed methods of allocating highway costs among different types of motor vehicles, Mr. Eastman completely discarded the ton-mile method as unsound.

"The principal merit in the ton-mile method, but one which does not suffice to commend it for use, is its ease of computation", he said in his four-volume report.

Among other things, he pointed out that the ton-mile theory "ignores in important respects the effects of differences in the ways in which loads are transmitted to pavements and roadway structures, and in the utilization of road facilities."

"It has, therefore, little merit", he concluded.

BPR's Condemnation

The United States Bureau of Public Roads also has devoted much time and study to the problem of highway taxation. It has condemned the ton-mile method in the following unmistakable and clear-cut language:

"The gross ton-mile approach has the virtue of simplicity, since average annual mileages and average operating gross weights can be approximated with reasonable accuracy from available data.

"It also has the superficial and deceptive advantages of appearing to account, in part at least, for several measures of relative benefit

"It is far from precise, however, since 10 automobiles will occupy a great deal more space than one truck of the same total gross weight.

"The gross ton-mile unit also tends in the direction of compensating for differential costs, but does so very inaccurately, since:

"(1) Wheel load rather than gross load is the major element to be considered in estimating relative thickness of surface required for vehicles of different size.

"(2) Neither required thickness nor required cost of surface varies directly with the load factor, and

"(3) Other added costs are related only vaguely, if at all, to gross weight.

"There is also some element of variation with the value of the service, but here again the relationship is very obscure.

"For example, in the case of two trucks of different

sizes hauling the same commodity, the value of the cargo is proportional to the carried load, and is likely to be far from proportional to the gross load.

"When different commodities are involved, or passenger hauling is compared with that of freight, the relation of gross ton-miles to value of service becomes meaningless. The word 'ton-mile' has a scientific connotation, and therein, perhaps, lies much of its appeal."

In his 1950 testimony before a subcommittee of the U. S. Senate, Commissioner Thomas H. MacDonald, former Chief of the U. S. Bureau of Public Roads, exposed one of the major weaknesses in the argument of the ton-mile tax advocates when he said:

"The assertion that the product of weight of vehicles and distance traveled is a reasonable measure of the value of service is apparently accepted by the advocates of the ton-mile theory, without the presentation or analysis of any data to support the statement.

"When, however, we run the gamut from the lightest passenger car to the heaviest tractor-trailer combination, we can find no reason to say that, for these various types and sizes of vehicles, the value received from the use of highways is proportional to their weight."

Inaccurate, Says MacDonald

Commissioner MacDonald put his finger on the most serious deficiency of the ton-mile method when he declared: "There can be no pretense that the gross ton-mile analysis produces an accurate appraisal of the costs occasioned by vehicles of different sizes and weights."

The purpose of highway user taxation is to recover the user-assigned costs of providing and maintaining highways, roads and streets. This means that the taxes that are devised, and imposed, on individual vehicles or vehicle groups, should bear a reasonable relationship to the cost these vehicles bring into existence.

It bears repeating here that the failure of the ton-mile approach to reflect such relationships is one of its primary fallacies. For it is perfectly obvious that a very substantial part of the total cost of planning, engineering, administering, policing, constructing and maintaining the highway systems is completely independent of the size and weight of the vehicles which use the

systems. Indeed, some costs are even independent of the mileage traveled by the vehicles.

These facts are taken into consideration in both the Incremental Method and the Cost Function Method of allocating highway cost responsibility.

The Cost Function approach recognizes that total highway costs are made up of a great many individual and different items of cost. It recognizes also that all of these items may not properly be assigned among the different classes of vehicles on the basis of a single yardstick, like miles operated which would be unfair to small vehicles, or like ton-miles operated which is unfair to large vehicles.

Therefore, under the Cost Function approach, the multitude of cost items are considered individually and divided into three distinct categories, and a different yardstick is used for assigning responsibility for each category.

Another logical approach to the problem of allocating highway cost responsibility, which generally is considered the most scientific, is known as the Incremental Method.

This involves determining what highway costs would be if there were no large and heavy vehicles. These minimum or basic costs are assigned to all vehicle groups, including the large and heavy vehicles, on the basis of miles operated. The additional or incremental costs which are incurred to accommodate the large and heavy vehicles are assigned entirely to those vehicles.

Thus, the large and heavy vehicles are assigned their fair share of the basic minimum road costs plus all of the additional costs incurred to make the highway adequate for their use.

Virginia Finds the Facts

These two approaches — the Cost Function method and the Incremental method — are logical and legitimate procedures which can be applied separately or in combination.

Both were applied recently in connection with an exhaustive study by a nine-man Virginia study commission appointed by the Governor of that state. This commission found: "Our Virginia common and contract carriers are in general paying their fair cost for their mileage driven over our Virginia highways". (Page 58, Report of the Commission to Study Matters

Pertaining to Highways to the Governor and the General Assembly of Virginia, 1953).

Those who attack trucks are prone to ignore studies and conclusions like this one. Similar objective studies, based upon proper application of sound methods, including the historic study by the Federal Coordinator of Transportation, have concluded that trucks pay their way.

By the same token, the fallacious and distorted methods used in the studies usually cited by those who attack trucks would lead to findings in virtually every state that large commercial vehicles are not paying enough. Such studies follow a method that was contrived and promoted by the railroads for just that purpose.

Phony "Studies"

It can not be emphasized too much that the entire attack on trucks is based upon a few studies which in turn were based upon false and erroneous methods which have been condemned flatly by outstanding highway finance authorities, including the U. S. Bureau of Public Roads, the Federal Coordinator of Transportation, and even by those who have made the studies.

Meaningless comparisons under the fallacious ton-mile theory underlie assertions that "passenger cars and light commercial vehicles pay more than their share of highway costs", and that "the heavier vehicles do not pay their fair share of highway costs".

The same irrational comparisons underlie the criticisms of graduated registration fees and fuel taxes as methods of levying truck taxes.

Criticism of fuel taxes as one of the major methods of truck taxation because, "consumption of motor fuel does not increase in proportion to increases in gross weights in the category of heavier vehicles" is misleading.

Although large trucks burn several times as much fuel per mile as passenger cars and thus pay several times as much per mile in fuel taxes, it is true that increased fuel consumption is not in direct ratio to increased gross weight. However the inference that truck taxes SHOULD increase in direct ratio to gross weight is founded, again, upon the gross ton-mile theory which, as we have demonstrated, is fallacious.

Moreover, such criticism of the fuel tax overlooks the fact that the fuel tax is just one of the taxes paid by trucks and, that in addition, large trucks pay registration fees that are very substantially higher than the fees assessed against passenger cars. And to the extent that such fees are not properly distributed among the states, this condition would be corrected under the apportionment procedure recommended by the trucking industry and discussed in Section I.

Even in those instances where there is valid reason for increasing truck taxes, it is neither necessary nor desirable to make such increases in the form of ton-mile, weight-distance, axle-mile or similar "third-structure" taxes.

Such taxes place a penalty upon well-built, multiple-axle units which the mechanical engineers advocate in the interest of safety, and which the highway engineers advocate to afford maximum protection of the highways.

It has been the history of such taxes that application is limited to a very small fraction of the vehicle population, while the remainder are assessed upon an entirely different basis. Exemptions and exceptions so reduce the numbers of vehicles to which the tax is applicable that those which cannot escape the fees form an almost negligible portion of the total. Such exceptions and exemptions include farm vehicles, vehicles under 18,000 pounds, intracity vehicles, logging and construction vehicles, etc.

Tax Hits Misery

To point up the issue, the Legislative Council in Wisconsin reported in 1960 "over 91 per cent of the commercial vehicles were exempt from the weight and ton-mile taxes, and only about 9 per cent were subject to these taxes". Even in Oregon, which is cited by mileage tax supporters as a shining example, the Governor in 1963, made the statement: "... I know that there are inequities that exist through exceptions that have been grafted upon the law by certain groups. It is my hope and belief that these exceptions can be removed . . ."

Not only does this emphasize the inequities of ton mile or mileage taxes and the fact that they are applicable to such a small proportion of vehicles that the result is unduly discriminating and unfair. It emphasizes the fact that administrative difficulties are so great that it is necessary to exempt the vast

bulk of vehicles without reference to equity in order to make administration feasible.

Proponents of "third structure" taxes attempt to make light of carrier difficulties and burdens in complying with, and of state difficulties and expense in administering such statutes. Opinions that such taxes can be effectively and equitably enforced at a reasonable cost usually come from administrators whose jobs depend upon continuance of the taxes.

However, the record and the facts quarrel vigorously with such opinion. Ten states—Georgia, Idaho, Iowa, Kentucky, Minnesota, Oklahoma, Tennessee, Utah, West Virginia and Wisconsin—have thought otherwise and, after trial, discarded the ton-mile tax or one of its close relations. Difficulties in effective administration and the high costs of collection were factors in each instance.

The Minnesota Legislative Research Committee reported: "Administration of the mileage tax has encountered difficulties in both cost and effectiveness of enforcement."

Governor Jordon stated, with reference to the Idaho ton-mile tax before its repeal: "... the administration of the present law is involved and costly."

Iowa Motor Vehicle Department Superintendent Wallace, discussing the Iowa ton-mile tax stated: "... in the collection and actual enforcement involved in the collection of such tax, no successful means has yet been found at reasonable cost."

These are but a few of the multitude of adverse opinions of those who have been intimately connected with administration of ton-mile taxes.

APPENDIX **A**

Statement of Policy Adopted by the Executive Committee of American Trucking Associations, Inc., March 12, 1954

No. 1. It is the position of the industry that highway use taxes should be limited to registration fees and fuel taxes, and that such taxes can be and should be equitably distributed among the states.

The industry believes that past failure of the industry and the states to apply the principles of proportionate distribution of these first and second structure taxes among the states, in accordance with the principles contained herein, precipitated the levying of third structure taxes, which have been a primary factor in the breakdown of reciprocity between the states.

No. 2. Any vehicle on which a license fee is paid to a state entitled to the revenue should have the right to operate in any other state without the payment of any additional highway use fees or taxes of any kind except fuel taxes.

The state, which is the residence of the owner, or a principal place of business of the carrier, should be entitled to the license fees in all cases where fair and practicable.

In order to guarantee a fair distribution of the license fees between states, any state, or group of states, should have the authority to enter into agreements with multi-vehicle fleet carriers operating in more than one state for the proportional distribution of license fees, where not prohibited by state law, to the end that reciprocity shall be full, complete and automatic.

No. 3. We desire that each state shall receive its equitable proportion of fuel taxes paid by operators of trucks and that the equitable portion to be allocated shall be computed on the basis of miles operated in the state as compared to total miles operated; that fraction to be applied to total fuel cost in propelling vehicles on the highway.

No. 4. The level of taxes to be paid by users of highways to be left to self determination by each state, except where such level of taxation becomes an undue burden upon the free flow of interstate and foreign commerce, in which case the American Trucking Industry reserves the right to request review, investigation and possible action by the United States Congress.

No. 5. The tax program shall encourage the free flow of interstate and foreign commerce guaranteeing maximum compliance with minimum administrative cost.

No. 6. That motor carrier operations conducted wholly or partially in interstate and foreign commerce shall be considered to be unduly burdened should they be required to pay proportionately more taxes and fees for highway usage than are assessed by the state against similar or like intrastate operations.

No. 7. That uniformity in the method of application of highway user taxes is highly desirable and should be an industry objective, but that appropriate state action to insure alternate applications to meet the needs of a variety of operations should be permitted.

No. 8. That the application by the states of fees and taxes under formulae which produce a result of taxing more than 100% of a carrier's property, income or operations is considered to be an undue burden on interstate and foreign commerce in the aggregate, and must be avoided.

No. 9. That the amount of tax or fee paid as a prerequisite to the licensing of any vehicle shall, in cases of combination of vehicles, apply on the power unit in all except a minimum amount to cover the cost of identification of the trailer or trailers.

In the statement adopted by the Executive Committee of American Trucking Associations, and delivered to the Jan. 23, 1964 meeting in Atlanta, Ga., of the Executive Committee of the Governors' Conference, we expressed sympathy with the underlying principle of the plan proposed by the Council of State Governments.

We believe the program outlined in the nine points above can carry out the principle of the Council's proposal and remove the many objections inherent in the methods proposed by the Council. We urge that our methods be adopted instead.

Among the many weaknesses of the Council's proposal is the obvious fact that unless it is applied simultaneously in all states

it is inevitable that it will destroy the very thing it is designed to preserve.

We believe that the method we propose minimizes this danger. However, if it develops that it is also essential that our methods be applied simultaneously either through cooperative state action or with the assistance of the Federal Government, it is essential that the trucking industry be given an opportunity to participate in working out a solution of this problem.

In the meantime, we urge that the states declare a moratorium on enactment of any further third structure taxes.

APPENDIX B

States Limiting the Amount of Gasoline that may be Brought Into State in Vehicle Tanks

State	Gallonage Limit	State	Gallonage Limit
Alabama	20	Nevada	25
Arizona Cap. of Reg. Tank		New Jersey	30
Georgia	10	New Mexico	20
Colorado	20	North Carolina	100
Idaho	20	Pennsylvania	50
Illinois	20	South Dakota	20
Indiana	15	Tennessee	18
Iowa	20	Texas	20
Kansas	20	Washington	20
Louisiana	20	West Virginia	25
Massachusetts	20	Wisconsin	20
Nebraska	20	Wyoming	20

APPENDIX C

States Having Fuel Use Tax Laws Requiring Fuel Tax Payments Commensurate With Mileage Operated in the State

Arkansas —

Act 112, effective July 1, 1953, provides that any commercial motor vehicles entering the state with gasoline on which the 6.5 cent Arkansas tax has not been paid shall be liable for such tax on all gasoline used in Arkansas.

Reports on or before the 25th of each calendar month on all gasoline used in Arkansas are required. The report shall be made on prescribed form, verified by affidavit and shall show the total miles traveled in Arkansas, the number of entrances made into Arkansas, the number of gallons of motor fuel purchased or received in the state, the date of each such purchase or receipt, the name and address of the seller.

Kentucky —

A new law was passed during the 1953-54 session of the State Legislature. It is effective July 1, 1954 and provides for a payment of seven cents per gallon on all gasoline used by motor carriers on highways in the state whenever such gasoline is not taxed pursuant to KRS 134.220.

This supersedes a law that had been in effect since July 1, 1952.

Under the new law a "Motor Carrier" means every person who operates or causes to be operated on any highway in this state any motor vehicle, trailer, or semi-trailer, of a gross weight of not less than 18,000 pounds, engaged in the transportation of persons or property in either private or for-hire carriage in interstate commerce in this state, or who purchases fuel without this state for consumption in this state in interstate commerce. The term "motor carrier" shall include every common and contract carrier possessing authority as such from the Interstate

Commerce Commission together with those engaged in transporting in interstate commerce in this state commodities not regulated by the Interstate Commerce Commission. The term "motor carrier" shall not mean or shall not include any person operating or causing to be operated a city bus except city buses operated across the border of the state of Kentucky.

The tax imposed by the new law is determined as follows:

- (1) The total number of gallons of gasoline used during the taxable period in the motor carrier's operations on the public highways shall be multiplied by the proportion that its miles operated in Kentucky during such period bears to its total miles operated both within and without Kentucky during such period. The resulting figure shall be deemed the number of gallons of gasoline used during such period in its Kentucky operations;
- (2) The number of gallons used within Kentucky, determined as provided in section (1) of this section, shall be multiplied by seven cents;
- (3) Tax shall be paid on the amount determined under subsection (2) of this section, after allowance of the credits set forth in section 10 of the Act.

Maine —

The law provides that fuel taxes must be paid commensurate with mileage traveled in the state.

The term "motor carrier" as used in applicable sections of the law means every person, firm or corporation which is engaged in intrastate or interstate commerce, or both, and which operates or causes to be operated in any way in this state any motor vehicle for the transportation of property or passengers for hire as a contract or common carrier for which a certificate or permit is required under the provisions of chapter 41 for the operation of such motor vehicle.

Every motor carrier shall pay a road tax equivalent to the existing rate of taxation per gallon, calculated on the amount of motor fuel used in its operations within this state. Every motor carrier subject to the tax shall be entitled to a credit on such tax equivalent to the existing rate of taxation per gallon on all motor fuel purchased by such carrier within this state for use in its operations, either within or without the state, and upon which motor fuel the tax imposed by the laws of the state has been paid by such carrier.

Computation of tax. The tax is calculated upon the amount of motor fuel used by each motor carrier within the state during the quarters of a year ending on the last days of March, June, September and December of each year. The amount of motor

fuel used in the operations of any motor carrier within the state shall be such proportion of the total amount of such motor fuel used in such motor carrier's entire operations within and without the state, as the total number of miles traveled within this state bears to the total number of miles traveled within and without the state. Such tax shall be paid by each motor carrier quarterly to the state tax assessor or before the last day of April, July, October and January of each year.

Maryland —

Maryland's law provides for gasoline purchase and reporting only for those vehicles coming from states that require similar purchase and reporting by Maryland vehicles.

Motor Carrier's Reciprocal Tax

Section 408. Whenever used in this sub-title, the term "motor carrier" means every person, firm or corporation which operates or causes to be operated on any highway in Maryland, whether engaged in intrastate or interstate commerce, or both, and whether or not by virtue of any certificate or permit issued by the Commissioner of Motor Vehicles or by the Public Service Commission, any motor vehicle, trailer or semi-trailer for the transportation of property for compensation, whether for rent, or for-hire; or as a contract or common carrier, and every common carrier, and contract carrier by motor vehicle, trailer or semi-trailer of passengers for compensation.

Section 409. (a) With the exception of motor carriers registered under Section 269 of this Article, every motor carrier domiciled in any state which imposes a similar tax on motor carriers domiciled in Maryland shall pay a road tax equivalent to the rate of the State gasoline tax calculated in the amount of gasoline or motor fuel used in its operation within this State. This tax shall be payable to the Comptroller one month after the end of each quarter commencing with the quarter from July 1 to September 30, 1961.

Mississippi —

All motor carriers subject to the act must pay tax on fuel necessary to propel the vehicle through the state. Diesel users pay a deposit which is drawn on for fuel taxes assessed.

Sections 3 & 4 of the law provide the following:

Section 3: There is hereby levied and imposed, as hereinafter provided, a privilege tax as reasonable compensation for the use

of the highways of this state, in addition to all other taxes which may be levied for such purposes, as follows:

Upon each owner or operator of a common carrier of passengers, contract carrier of passengers, common carrier of property, contract carrier of property, and private commercial carrier of property, a privilege tax equal to and computed at the rate of six cents (6c) per gallon on all fuel used by such carrier in propelling any vehicle upon the highways of this state, provided that the tax on any fuel other than gasoline, as defined in House Bill No. 124 of the laws of 1946, shall be equal to and computed at the rate of seven cents (7c) per gallon on all such fuel in propelling any vehicle upon the highway of this state; and provided, further, that the tax hereby imposed shall not be levied upon any fuel upon which the tax imposed and levied by House Bill No. 122 or House Bill No. 124 of the laws of 1946, has been paid to the State of Mississippi, or when such tax is covered by a valid distributor's bond, or any other bond, as provided in either of said laws.

Section 4. The liability for the tax levied and imposed by this act shall arise and accrue at the time and place where any vehicle owned or operated by any carrier specified in section 3 of this act shall go or enter upon any highway of this state when such vehicle is being propelled by any fuel upon which the tax has not been previously paid or is not covered by a valid bond as provided in said section 3. The amount of tax for which any owner or operator is liable shall be paid and the tax liability of any such owner or operator shall be discharged by either of the following methods, at the option of such owner or operator:

(a) By the purchase of a sufficient amount or quantity of fuel from a wholesale or retail dealer or distributor to propel each vehicle the number of miles which such vehicle travels upon the highway of this state; provided, however, that at the time of the purchase of such fuel the owner or operator of such vehicle shall obtain from the dealer or distributor from whom purchased an invoice or bill of sale which shall contain the name and address of the seller of such fuel, the name and address of the purchaser thereof, the date of purchase, the amount or quantity and kind of fuel purchased, and the amount of state tax paid thereon; such invoice or bill of lading shall be signed by the dealer or distributor, or his authorized agent and employee, and same shall remain in the vehicle for the remainder of the trip over the highways of this state, and thereafter shall be preserved and retained by the owner or operator for a period of not less than one year; and shall be produced for the inspection and examination of the comptroller, or his authorized agent or employee, at any reasonable time and place, either within or without this state, upon proper demand therefor.

(b) By the payment of the amount of tax which would be due upon a sufficient quantity of fuel to propel the vehicle over the highways of this state to the comptroller or to his agent, representative or employe; provided, however, that at the time of the payment of such tax, the comptroller, or his employe or representative, shall issue to the person paying same a receipt showing the amount of tax paid, the name and address of the owner or operator of the vehicle, a description of the vehicle, including the license number and state of registration, the point at which the vehicle entered upon the highways of the state; the destination and route to be traveled, the return route, if any, and the place where the vehicle is to leave the highways of this state, the total number of miles to be traveled on such trip, and kind of fuel by which such vehicle is propelled, an estimate of the quantity or amount of fuel consumed or to be consumed, and any other information which the comptroller may require, which receipt shall be signed by the comptroller, or his agent or representative. Such receipts shall remain in the vehicle for the remainder of the trip over the highways of this state, and thereafter shall be preserved and retained by the owner or operator for a period of not less than one year, and shall be produced for the inspection of the comptroller, or his authorized agent or representative, at any reasonable time and place, either within or without this state, upon proper demand therefor.

Montana —

All carriers must make a mileage report on fuel used in the state.

(Copy of applicable statute not available at time of this report's preparation)

Oklahoma —

Law provides the following:

"In consideration of the use of the highways of this State, and in addition to all other taxes levied for such purposes, all persons who import gasoline into the State of Oklahoma in the fuel supply tank or tanks of motor vehicles or in any other containers for use in propelling said vehicles on said highways for commercial purposes, shall report and pay to the Oklahoma Tax Commission a tax for such use of the highways as hereinafter provided. The tax hereby levied and imposed shall be measured and determined by the number of gallons of gasoline so imported and actually used on the highways of this state and shall be at the rate of five and fifty-eight one-hundredths cents (5.58¢) per gallon of such gasoline; provided, that ninety-seven and one-half

per cent (97.5%) of the net gallonage of such imported gasoline reported as used shall be the basis used in the computation of the amount of tax due the State; and provided further, no gasoline on which the tax levied by the Motor Fuel Tax Laws has been paid to the State of Oklahoma shall be used in computing the tax hereby imposed. Provided, that in the event the tax hereby levied can be more accurately determined on a mileage basis, that is, by determining and using the total number of miles traveled in Oklahoma, or in case it is practicable to so determine the tax, the Tax Commission is authorized to accept and approve such basis."

Oregon —

Vehicles using diesel fuel or purchasing gasoline outside the state of Oregon must pay a higher mileage tax rate. Users of diesel fuel are licensed and report and pay tax on fuel used.

The tax rate which shall apply to each motor vehicle shall be based upon the declared combined weight of the motor vehicle and in accordance with the weight group tax rates as shown in tables contained in the weight tax law.

Vermont —

If the reciprocating state has a Use Gasoline Tax Law, similar requirements are imposed on vehicles from such states.

No reciprocity is granted if vehicles are equipped with auxiliary fuel tanks.

The Vermont statute reads as follows:

"Out of state motor vehicles. Whenever under the laws of any other state or province, any tax or toll is imposed upon the use of gasoline or other motor fuel by residents of this state for the privilege of operating a motor vehicle upon the highways of such state or province, excepting, however, a tax or toll imposed upon gasoline or other motor fuel purchased within such state or province, a tax computed and applied in the same manner as the tax or toll of such other state or province shall be imposed by this state upon the use of gasoline or other motor fuel by motor vehicles registered in such other state or province shall remain in force."

Virginia —

See Appendix D.

APPENDIX

D

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION RICHMOND, VIRGINIA MOTOR FUEL ROAD TAX REPORT

IMPORTANT:
This report must be
filed with the State
Corporation Commission
on or before due date
indicated.

Quarter Ended
Date Due

Check or money order payable to TREASURER
OF VIRGINIA for amount of tax (Line 1) must
accompany this report.

This section to be completed by owner

(A) Miles traveled in all operations (whether within or without Virginia) Miles
(B) Miles traveled in Virginia Miles
(C) Percent of operations in Virginia (B divided by A to nearest hundredth of 1%) %
(D) Motor fuel used in all operations Gals.
(E) Motor fuel used in Virginia (D times C) Gals.
(F) Tax due on motor fuel used in Virginia (\$.06 times E) \$
(G) Motor fuel purchased in Virginia Gals.
(H) Tax paid on motor fuel purchased in Virginia (\$.06 times G) \$
(I) Additional tax due (F minus H) \$

I certify that the above statements are true.

Location

County

By

Title

This Section for Commission Use Only

Amount received \$
Additional tax due \$
Refund due \$
Refund Voucher No.
Additional Amount
Report Mailed
Verified by
Date

APPENDIX E

Classification of States According to Statutory Regulations Pertaining to License Plate Apportionment

STATES THAT HAVE STATUTORY PROVISION PERMITTING APPORTIONING OF LICENSE PLATES:

Colorado, Idaho, Iowa, Minnesota, Montana, Nevada, North Dakota, Oregon, Washington, Wisconsin; (10)

NO SPECIFIC PROVISION FOR APPORTIONING BUT LAW APPEARS BROAD ENOUGH TO ALLOW OFFICIALS TO ENTER INTO APPORTIONING OF LICENSE PLATE AGREEMENTS:

Washington, D. C., Florida, Georgia, Kansas, Virginia; (5)

STATES HAVING RESIDENCE PROVISION IN RECIPROCITY STATUTE AND NEED ENABLING LEGISLATION TO PERMIT APPORTIONING OF LICENSE PLATES:

Alabama, Arizona, California, Connecticut, Delaware, Illinois, Indiana, Louisiana, Maine, Maryland, Michigan, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, New York*, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Wyoming; (29)

NO RESIDENCE PROVISION BUT NEED ENABLING LEGISLATION TO PERMIT APPORTIONING LICENSE PLATES:

Arkansas, Kentucky, Massachusetts, Mississippi, West Virginia; (5)

*New York Residence provision in New York law has broad exception.

APPENDIX **F**

Joint Motor Vehicle Reciprocal Agreement of the 10 Southern States

This agreement made and entered into on this the 17th day of December, 1949, by and between the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee and Virginia through their respective duly authorized representatives, and to the extent permitted by the law of each of said States:

WITNESSETH: In consideration of the mutual covenants hereinafter contained, it is agreed by and between the parties hereto, as follows:

I. Applicability

This agreement shall apply only to the following persons, firms and corporations:

- (1) To privately owned and operated passenger cars duly licensed in the State of the owner's bona fide residence.
- (2) With respect to all other motor vehicles, only to persons, firms and corporations, maintaining a principal place of business in either one or more of the reciprocating States.
- (3) Maintenance of a principal place of business in one of the reciprocating States shall entitle the owner to operate a vehicle, properly licensed in the State in which such business is located, between said State and the other States parties hereto and likewise the maintenance of a principal place of business in more than one of said States shall entitle the owner to operate a vehicle, which has been properly licensed under the laws of the State in which the vehicle is based between such State and the other States parties hereto.

The base of a vehicle shall be determined as follows:

- (a) The owner and/or operator of the vehicle shall designate the State in which he considers the vehicle based.
- (b) The motor vehicle administrators or reciprocating authorities of all States shall agree as to the base of the vehicle but must, in determining the vehicle's base, give consideration,

among other things, to the place from which the vehicle leaves and to which it returns in its normal operations.

(c) The owner and/or operator of the vehicle shall have the right to change the base of a vehicle from the State in which the vehicle is licensed to another State at any time, provided a new license be secured from the State where the new base is located, and the proper State authority can at any time question the base of any or all such vehicles.

(d) If any vehicle is located in the State other than that in which originally registered for thirty consecutive days, it shall be conclusively presumed that the base has been changed, and the owner or operator of the vehicle shall be required to register such vehicle in the State in which the vehicle is last located.

II. Passenger Cars

Privately owned and operated passenger cars licensed by any one of the reciprocating States shall be permitted to operate freely between the several states, provided, however, that continuous residence for a period of thirty days or more during gainful employment shall constitute the establishment of a legal residence for the purpose of motor vehicle registration; except that members of the Armed Forces temporarily assigned in any one of the reciprocating States shall be extended full reciprocal privileges for the period of such registration, and further except:

(a) Traveling salesmen, solicitors, or peddlers carrying merchandise in such passenger car and using same for transporting such merchandise for the purpose of selling or otherwise similarly disposing of same.

(b) Under Florida law persons when gainfully employed, or when placing minor children in the public schools of the State shall be required to register their passenger car.

III. Dealer or In-Transit Plates

Proper dealer license plates or in-transit plates issued by any one of the reciprocating States shall be mutually recognized in accordance with the legal purpose of such plates in the State of issuance. On drive-a-way caravans, Florida law only requires that dealer license plates be displayed on the first and last cars.

IV. Privately Operated Property Carriers

Trucks, tractors, trailers and semi-trailers, licensed by any one of the reciprocating States, transporting goods, wares or merchandise in interstate commerce, the actual property of the

owner or leasee operator of such vehicle, may be operated between the several States without limitation as to the number of trips.

(a) The Mississippi law requires such operators to pay the State tax on or to purchase a sufficient quantity of gasoline or other fuel to propel their vehicle for the number of miles upon the highways of the State.

(b) The laws of the States of Kentucky and Tennessee will not grant any immunity to those engaged in the business of going from State to State and purchasing agricultural or farm products or other personal property to peddle or offer same for sale in those two States.

V. Motor Carriers of Passengers for Hire

Motor buses operated in the transportation of persons for hire licensed by any one of the reciprocating States and operating strictly in interstate commerce as a special chartered trip and not over a fixed route, may be operated in the several States without limitation as to the number of trips and without the payment of any motor vehicle license fees or taxes whatsoever, to the reciprocating States, provided that such motor carriers of passengers shall first register their operations, and equipment and qualify with the Public Service or Utility Commission of the reciprocating States (except in the States of Louisiana and North Carolina where the Public Service commissions have no statutory jurisdiction over purely interstate carriers) and file evidence of public liability and property damage insurance coverage with the reciprocating States, and provided further that such operators comply with all of the requirements set forth in the exceptions (a) through (h) in Paragraph VI hereina.

(a) The Mississippi law requires the motor carrier of passengers for hire to obtain a mileage permit and trip pass; and to pay tax on or to purchase a sufficient quantity of gasoline or other fuel to propel the vehicle for the number of miles traveled upon the highways of that State.

(b) The Alabama law will not extend reciprocal immunity to a motor carrier of passengers for more than two chartered trips within any calendar month.

VI. Motor Carriers of Property for Hire

Motor vehicles licensed by any one of the reciprocating States, including trucks, tractors, trailers, and semi-trailers, operated in the transportation of property for hire may be operated in the several States without limitation as to the number of trips and

without the payment of any motor vehicle fees whatsoever to the reciprocating States when operated strictly in interstate commerce; provided, however, that motor carriers operating such vehicles shall register their operating rights and equipment with the Public Service Commission or Utility Commission of the reciprocating States (except in the States of Louisiana and North Carolina where the regulatory commissions have no statutory jurisdiction over purely interstate carriers) and file evidence of public liability and property damage insurance coverage with such reciprocating States, and with the following additional conditions and requirements;

(a) Alabama law requires the payment of an initial carrier registration fee of \$10.00 and that there be displayed on each motor vehicle an Alabama Public Service Commission tag which will be issued upon the payment of an initial fee of \$1.00, this tag being good for the life of the vehicle; and have displayed a mileage tax sticker or cab card in lieu of a mileage receipt to be issued, upon application, by the Revenue Commissioner; and have displayed on all spot leased vehicles the required windshield decal issued by the Public Service Commission at a cost of \$1.00 each.

In Alabama, operators will be limited to twenty gallons of gasoline that may be carried into the State and must pay the tax on or purchase a sufficient quantity of gasoline or other fuel to propel the vehicle for the number of miles traveled upon the highways of the State.

(b) Florida law requires that each motor vehicle have displayed thereon a Florida Railroad and Public Utilities Commission tag which will be issued upon the registration of each vehicle annually, upon payment of \$1.00 to cover the cost thereof. Where trip leased vehicles are used the vehicle shall bear a trip lease sticker on its windshield. These stickers are issued, upon request, to a certificated carrier only, in any number needed at a cost of \$1.00 each.

(c) Georgia law requires that each motor vehicle have displayed thereon a Georgia Public Service Commission tag which will be issued upon the registration of each vehicle annually, upon payment of \$1.00 to cover cost thereof.

(d) Kentucky law requires that each common carrier and each contract carrier pay to the Department of Motor Transportation an annual certificate fee of \$25.00 and further that the certificate or permit number be stenciled on both sides of the vehicle, as follows: Ky. DMT No. C. in the case of common carriers; and Ky. DMT No. CC for contract carriers.

Kentucky law also requires drive-a-way operations to pay annually a \$250.00 license fee for each company and to carry

an identification card on each vehicle transported, which will be issued free of charge.

(e) Mississippi law requires the payment of the Public Service Commission fees as follows: \$25.00 registration or qualification fee; \$12.00 per annum for each motor vehicle for hire, except on property vehicles of two tons or less, the fee shall be \$6.00; and \$1.00 additional for each of such plates issued.

The Mississippi law requires the motor carrier of property for hire to pay tax on or to purchase a sufficient quantity of gasoline or other fuel to propel the vehicle for the number of miles traveled upon the highways of the State.

(f) South Carolina law requires the Public Service Commission to extend full reciprocity for occasional operations and partial reciprocity on a pro rata basis on the motor vehicle registration fees of regular carriers.

(g) Tennessee law requires the Railroad and Public Utilities Commission to issue, upon registration and qualification and upon payment of the initial \$25.00 registration fee, a reciprocal card in lieu of the registration fee and mileage tax payment, which must be carried at all times in the cab of the vehicle and such carriers must make a property tax return to said Commission and pay an ad valorem tax thereon. The Tennessee law also requires drive-away operators to obtain a permit from the Commissioner of Finance and Taxation and pay therefor the sum of \$5.00, and a two-bar fee of 20c for each motor vehicle unit transported.

(h) Virginia law requires the carrier to secure an identification tag for each vehicle from the Corporation Commission at a cost of \$1.00 per tag and the tag is good for the life of the vehicle.

The Virginia law requires the motor carrier of property for hire to pay tax on or to purchase a sufficient quantity of gasoline or other fuel to propel the vehicle for the number of miles traveled upon the highways of the State.

VII. Motor Vehicles Must Comply With Motor Vehicle Laws

This agreement shall not be construed to authorize the operation of motor vehicles upon the highways of any one of the States in excess of the maximum size or weight allowed by the law of such State or contrary to the speed, safety rules and regulations, or other provisions of law in the several States, parties to this Agreement.

Any State, party to this Agreement, reserves the right to

withdraw reciprocal immunity as to any vehicle operated in violation of the size and weight laws of any of said States.

No for hire carrier shall be entitled to any reciprocity under this Agreement unless it holds a certificate or permit issued by the Interstate Commerce Commission covering its operation or is engaged in transporting commodities that are exempted by the Interstate Commerce Commission.

Nothing in this agreement shall be construed as a waiver of the requirements of any of the reciprocating States with respect to the payment of gasoline or other fuel tax.

It is agreed that the immunity and reciprocating privileges offered by any one of the States, parties hereto, shall be contingent upon the granting of substantially like immunities and privileges by the other reciprocating States.

This Agreement shall rescind and supersede all reciprocal agreements heretofore entered into between the reciprocating States and shall continue in force and effect until terminated by thirty days written notice from any one State to the others, parties hereto, subject always to statutory alterations and such as may result from further negotiations. The cancellation of this Agreement as between any two States, parties hereto, shall not affect the validity of this Agreement as between said States and the remaining States parties hereto.

IN WITNESS WHEREOF, the duly authorized officials of the several States, parties hereto and hereinabove named, have hereunto set their hand and seal on the day and year first above written:

Alabama
Florida
Georgia
Kentucky
Louisiana

Mississippi
North Carolina
South Carolina
Tennessee
Virginia

VII. Motor Vehicles Must Comply
With Motor Vehicle Laws

This agreement shall not be construed to authorize the operation of motor vehicles upon the highways of any one of the States in excess of the maximum size or weight allowed by the law of such State or contrary to the speed safety rules and regulations or other provisions of law in the several States parties to this Agreement.

APPENDIX G

LICENSE APPORTIONMENT FORMULA (As presently used in the State of Washington)

$$\frac{\text{Operator's Washington miles}}{\text{Operator's total fleet miles}} \times \frac{\text{Washington fees for entire fleet}}{1} = \text{Amount required to register fleet}$$

MILEAGE TAX PLAN FORMULAS

(As developed by proponents in California and rejected by the California Legislature. Reference source as indicated in Footnote 8, supra.)

STEP I

(Classify all commercial vehicles.
(The California proponents selected 37 different categories.)

STEP II

Determine, for each of the 37 separate categories, the following:

- A. Average annual vehicle mileage;
- B. Average annual fuel consumption;
- C. Average gross earnings (where gross receipts tax is applicable).

STEP III

Compute mileage tax rate for each of the 37 categories as follows:

$$\begin{aligned} \text{A. } & \frac{\text{Annual Weight Fee}}{\text{Average annual vehicle mileage}} = \text{Weight fee component of mileage tax rate.} \\ \text{B. } & \frac{\text{Average annual fuel consumption}}{\text{Average annual vehicle mileage}} \times \frac{\text{Fuel tax rate}}{1} = \text{Fuel tax component of mileage tax rate.} \\ \text{C. } & \frac{\text{Average annual gross earnings}}{\text{Average annual vehicle mileage}} \times \frac{\text{Rate of gross receipts tax}}{1} = \text{Gross receipts tax component of mileage tax rate.} \\ \text{STEP IV} & \\ \text{Mileage tax rate} &= \frac{\text{Weight fee component}}{1} + \frac{\text{fuel tax component}}{1} + \frac{\text{Gross receipts tax component}}{1} \end{aligned}$$

ADMINISTRATIVE FILE

ATA

X

X

February 15, 1954

Mr. Dave Beck, General President
International Brotherhood of Teamsters
Sherry-Frontenac Hotel
Miami Beach, Florida

Dear President Beck:

Activities-American Trucking
Associations, Inc., relative to
MLRB Proceedings and Congressional
Action in the matter of secondary
boycott

Enclosed herewith please find correspondence from
the American Trucking Associations, Inc. on the
above described matter.

Fraternally yours,

Einer O. Mohn
Assistant to the
General President

ECM-FM:br
Enc.

AMERICAN TRUCKING ASSOCIATIONS, INC.
1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

EXECUTIVE LETTER

A PRIVATE LETTER TO READING EXECUTIVES CONCERNED WITH LABOR RELATIONS

Our Tenth Letter

January 11, 1954

Wister Subscriber:

I am sure you'd like to know what's being done about better secondary boycott protection — your industry's prime labor legislation objective.

Some 30 national trade associations and the U. S. Chamber have joined with ATA to obtain it. They have prepared and are distributing bulletins to their memberships showing the urgency for stronger secondary boycott restrictions in the Taft-Hartley, etc. They have sponsored radio talks and featured news stories on the subject. And they are expecting a bill will be introduced in Congress which can be supported by all innocent third parties to boycotts.

Enclosed are the first bulletin — more will be sent you later — as well information on the prospective bill.

You might wish to use this material when talking with or writing your Senators or Representatives.

Cordially yours,

AMERICAN TRUCKING ASSOCIATIONS, INC.

Benjamin A. Miller, Director
Industrial Relations Department

1954

LABOR ACTION LETTER

January

SECONDARY BOYCOTT SUPPLEMENT

CHAMBER OF COMMERCE OF THE U. S.

PAGES ON SECONDARY BOYCOTT -

THE SHOULD THEY BE BANNED? HOW EFFECTIVE IS THE PRESENT TACTIC? DOES IT NEED IMPROVEMENT?

GI PUT OUT OF BUSINESS BY TRUCK UNION

Robert Von Haldt, a young veteran, and his partners are not in the trucking business today. Helcoet, Inc., started when Von Haldt was 21, was put out of existence in 1950 by secondary boycott pressure on its customers. The reason: The partners and three employees refused to join independent Local 705, Chicago Truckdrivers Union.

A Hard Lesson - A young Evanston, Ill., truck owner, a former GI named Robert Von Haldt, has learned that when a union says you have to join or get out of business, it can make good its threat.

When Von Haldt was 21, he was the secondary boycott ultimatum. He was a 21-year old veteran. He and a partner had started a small trucking firm on a shoestring in 1948.

Neither of the partners, nor their three employees, saw any advantage in joining Local 705, Chicago Truckdrivers Union which was trying to organize them. Von Haldt told the House Committee on Labor and Education his employees did not want to join and pay a \$100 initiation fee, plus \$10 a year in dues.

He thought it "ridiculous" for an employer to have to join a union to be able to do business, and he didn't think the union could make good its threat.

However, Helcoet, Inc., the small company, was out of business within three weeks of the union ultimatum. Customers became "very nervous and decided they would no longer continue my business" after picketing and other union pressure.

When the union action took place, most of the company funds was in equipment, and Helcoet, Inc., couldn't afford a lawyer.

Summing up, Von Haldt said:

"But this thing happened so swiftly, that I was put out of business overnight. I had to sell my trucks and sell my business."

NATIONAL BARGAINING IS ISSUE AT DUNBAR GLASS

A one-year strike with severe secondary boycotts has cost an estimated \$100,000 loss to Dunbar Glass Company, Dunbar, W. Va. Boycott pressure to force Dunbar to bargain nationally has prevented major customers from buying, has deprived the company from deliveries of twenty-four local suppliers. Strikers have engaged in threats and violence in effort to put company out of business.

Two big unions have a little company down at Dunbar, W. Va.

A strike and secondary boycotts have cost the Dunbar Glass Company an estimated \$100,000 in the last 13 months.

The unions involved: Teamsters local and the Flint Glassworkers. How trouble started - The strike and the boycotts came after International AFGWU had turned down Dunbar's offer to meet its wage demand as soon as the company broke even. Dunbar's locals had been willing to accept its offer because they knew the company had lost \$108,000 in fiscal 1952, and already paid higher salaries than competitors. But, AFGWU wanted national bargaining, or none.

Boycotts in action - The unions put effective pressure on suppliers, customers, trucking companies, and non-striking employees.

Customers diverted subcontract work to other companies. Suppliers stopped doing business with Dunbar. Some 24 local suppliers refused to deliver materials. About 12 trucking companies refused to deliver finished products to customers.

One non-striking employee has been beaten up by boycotters, and two automobiles have been damaged.

WHAT HAPPENED TO SCHULTE SHOULD'N'T HAPPEN

Schulte Refrigerated Services, Inc., a New Jersey trucking concern was forced out of business in 1948 by a secondary boycott by Local 807, International Brotherhood of Teamsters. The case went to the National Labor Relations Board in 1949. The Board found this secondary boycott legal under the Taft-Hartley Act's provisions.

The Schulte Case - Teamsters Local 807 disapproved of the action of Schulte Refrigerated Services, Inc., in moving for economic reasons from New York City to New Jersey, and signing with another local Teamsters union.

When the Schulte company moved to Blackwood, New Jersey, from New York City and signed with Local 469, Local 807 insisted it should employ only their members.

Schulte refused, and Local 807 assigned pickets to follow the trucks whenever they came into New York City. When a Schulte company truck could stop at a customer's platform, pickets would climb out of their cars and parade around the truck.

As a result of the picketing, the Schultz company suffered crippling losses.

Schultz thought the Taft-Hartley Act prevented secondary boycotts, and filed a charge with the National Labor Relations Board.

But the Board said that Local 807 picketing was primary and not secondary. The case was dismissed, even though the objective of the picketing was clearly to influence the employees of the secondary employer.

RADIO STATION HIT BY SECONDARY CUSTOMER BOYCOTT

A Midwestern Radio Station has been compelled to recognize an AFL Union without going through National Labor Relations Board election procedures. A secondary customer boycott by the union was used to force recognition.

Just recently, a small Wisconsin radio station faced this demand by an AFL Union.

"Tell your employees to join up, and you must recognize our union or it will cost you business."

The radio station said it was willing to recognize any union of its employees' choice provided it was selected in a regular National Labor Relations Board election.

Before the election could be held, the union called a strike to enforce its demand for recognition. The station stayed on the air for a while by using nonrepresent employees to maintain operations.

The union then brought pressure on the company by writing a letter to local advertisers who were program sponsors on the station.

"At a meeting last Friday, the membership of _____ went on record endorsing without reservation the position of the striking employees of _____. The meeting further ordered that all advertisers of _____ be notified that continued use of the radio station as an advertising medium during this strike must be taken as an obvious declaration that these advertisers are not in sympathy with the policies and objectives of organized labor."

The letter was followed up with telephone calls to advertising, threatening a boycott of local stores unless radio advertising stopped.

Because of losses of advertising, the station was forced to recognize the union without an election.

This was clearly a secondary customer boycott. It is not now prohibited by the Taft-Hartley Act. It could happen to you.

GENERAL PAINT RADII HURT DESPITE NLRB AID

GENERAL PAINT CORP., Los Angeles, was hurt severely by AFL union boycotts in 1971, even though NLRB asked for a Federal injunction. Injunction request was withdrawn after union agreed to stop boycott.

pressure on neutral employees. However, secondary boycotts forced company to recognize the union.

As a result of AFL union boycotts, the General Paint Corp.,* Los Angeles, lost more than \$20,000 on one job in 1951, and more thousands of dollars on other work that year.

AFL Paint Makers Union, No. 1234, was able to compel illegal recognition by the General Paint Corp., in this case, by secondary boycotts. PMU had its own way in spite of opposition by the company, its employees, and the help NLRB could give the company to stop the boycotts.

The company refused a PMU demand that it persuade its employees to join, although it was willing to recognize PMU if it won a soon filed NLRB election. PMU didn't want an election because it didn't have the votes to win; NLRB didn't grant a company request for an election.

What PMU Did - With the help of various AFL affiliate unions, PMU set up a series of effective boycott blockades of General Paint. Contractors and employees were induced to stop buying and using the company's products.

The company had to pay a lot of money to relieve damages suffered by one contractor. Carriers were persuaded to refuse to permit company trucks to be loaded or unloaded. Many other boycotts were pulled.

NLRB Help Fails - NLRB, finally, asked a court to stop the boycotts. However, it withdrew its injunction request when PMU agreed in writing to cease exerting boycott pressure against employees of neutral employers.

Then PMU changed its tactics. Threats of secondary boycotts were directed toward officials of neutral companies - a strategy previously tolerated lawful by the NLRB. The company was forced to recognize the union.

HAS TAFA-MARTLEY STOPPED SECONDARY BOYCOTTS?

NOT THIS ONE! For eight years, the International Brotherhood of Electrical Workers has refused on a nationwide basis to erect signs made by Neon Products, Inc., Lima, Ohio, organized by CIO. The company has lost several hundred thousand dollars a year and has not been able to get any legal relief.

Because the electrical advertising signs of Neon Products, Inc., of Lima, Ohio, are made by a CIO union, the IBEW refuses to erect these signs anywhere in the country.

Beginning in 1945, IBEW refused to install the signs manufactured by the company bearing the CIO label. The boycott still continues.

The boycott was extended to such large cities as St. Louis, New York, New Orleans, San Francisco, Pittsburgh, Portland, Seattle, Cleveland, Minneapolis, and St. Paul.

* 1953 Hearings House Committee on Education and Labor.

The union action, according to the company's president, has cost Penn Products several hundred thousand dollars annually.

Penn Products would have violated the Taft-Hartley Act if it had encouraged its line employees to quit the CIO and join the UMW. Therefore, to serve all its customers, it set up a duplicate plant in Kosciusko, Ind. This plant was then organized by the UMW.

The Union exerts pressure on neutral employees, and independent contractors, as well.

However, the boycott activities with respect to employees are so adroitly designed it is difficult to establish evidence of a violation of the Taft-Hartley Act. Individual contractors are so intimidated that they will not come forward to substantiate the company's violation.

NOT CARGO CLAUSE LOOPHOLE APPROVED IN CONWAY CASE

THEM: THIS LOCAL 294 struck Conway Express to compel the company to stop leasing trucks to Middle Atlantic Transportation Company, Inc., without No. 294 union drivers. The union also told the drivers of three other trucking companies not to handle Conway freight, on the basis of a hot cargo clause with those companies. NLRB found this boycott legal.

Conway Express, a Massachusetts trucking company, leased trucks to Middle Atlantic Transportation, Inc., in addition to operation of its own business.

Local 294, Conway's union, demanded that its members be placed on trucks leased to Atlantic. A strike was called against Conway, and the union also instructed its members who worked for three other trucking companies to refuse to handle Conway freight. The same instruction was given to warehouses.

The union took this position on the basis of a hot cargo clause in its collective bargaining contract with those companies. Neither the trucking companies nor the warehouses requested the drivers to handle Conway freight, but acquiesced in the refusal.

The Hot Cargo clause: "The union reserves the right to refuse to accept freight from, or to make pickups or deliveries to, establishments where picket lines, strikes, walkouts, and lockouts exist."

When the case came before the NLRB in 1949, the Board decided that refusals to handle shipments by employees of the warehouses and the three trucking companies were secondary boycott activities that would have been illegal except for the hot cargo clauses.

Thus, the NLRB permitted a violation of the Taft-Hartley Act by means of a contract. Such hot cargo clauses have been incorporated in Teamsters collective bargaining agreements since this decision.

TAFT ALWAYS FAVORED OUTLAWING SECONDARY BOYCOTS

The late Senator Taft wanted to continue in effect the ban on

secondary boycotts. During the 1953 hearings on the Taft-Hartley Act, before the Senate Labor and Education Committee, he restated his 1947 view. He declared secondary boycotts were wrong because they are unfair to innocent third parties.

Left's 1953 Views.--

"...I just cannot see any argument for supporting secondary boycotts"

"...I think that (a secondary boycott) is an absolute denial of the entire theory of free collective bargaining and free business in the United States..."

"...Incidentally, in this committee there was not any legitimate objection to outlawing boycotts when we had these hearings in 1947. The Committee agreed, I think 13 to 2, that really there was practically no defense against it."

"I remember Senator Norris and Senator Lister trying to devise special methods to stop this, which is recognized as an outrage in the labor field. This is the field of secondary boycotts..."

"There was some argument for secondary boycotts when you had no Wagner Act at all, but today if you want to organize a plant you have a method of going in and persuading the employees that there ought to be a union. If you cannot persuade them, then there ought not be a union and there must not be any indirect pressure on their products and their work to make them unionized..."

"...If you have the law of the jungle, then there is some argument for letting the law of the jungle to any extent you want it to go. But if you do not, if you are attempting to regulate it (industrial relations) on a fair basis, holding everybody to fair dealing, then I see no justification for dragging in third parties in your labor dispute just to organize another plant..."

ADMINISTRATIVE FILE

ATA

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February 11, 1954

Mr. George Willinger, President
Local Union No. 557
6001 Pulaski Highway
Baltimore 5, Maryland

Dear Sir and Brother:

American Trucking Associations, Inc.

This will acknowledge receipt of your letter of
January 27, 1954 and the enclosed communications
sent out by the American Trucking Associations, Inc.

We greatly appreciate the receipt of this information
and would appreciate if you would continue to obtain
same and forward it on to us.

Fraternally yours,

Einer C. Mohn
Assistant to the
General President

ECM-PM:br

8001 PULASKI HIGHWAY

EASTERN 7-5700



FREIGHT DRIVERS AND HELPERS
LOCAL UNION NO. 557
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR
MO. STATE AND D. C. FEDERATION OF LABOR
BALTIMORE FEDERATION OF LABOR
UNION LABEL TRADES DEPARTMENT
TEAMSTERS JOINT COUNCIL NO. 82

BALTIMORE 5, MD.

January 27, 1954

Mr. Linar C. Mohr
Assistant to General President
International Brotherhood of Teamsters
100 Indiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

The enclosed is a copy of a letter sent
out by the American Trucking Associations, Inc., which, I think,
is self-explanatory.

If this information is of interest or import-
ance to you, let me know and I shall continue to obtain and send
same to you.

I shall await your reply.

Fraternally yours,

George Willinger
George Willinger
President

Encl.
G/b

"INSIST ON ALL UNION DELIVERIES"

AMERICAN TRUCKING ASSOCIATIONS, INC.
1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

EXECUTIVE LETTER

A PRIVATE LETTER TO TRUCKING EXECUTIVES CONCERNED WITH LABOR RELATIONS

Our Tenth Letter

January 11, 1954

Wister Subscriber:

I am sure you'd like to know what's being done about better secondary boycott protection — your industry's prime labor legislation objective.

Some 30 national trade associations and the U. S. Chamber have joined with ATA to obtain it. They have prepared and are distributing bulletins to their memberships showing the urgency for stronger secondary boycott restrictions in the Taft-Hartley law. They have sponsored radio talks and featured news stories on the subject. And they are expecting a bill will be introduced in Congress which can be supported by all innocent third parties to boycotts.

Enclosed are the first bulletins — more will be sent you later — as well as information on the prospective bill.

You might wish to use this material when talking with or writing your Senators or Representatives.

Cordially yours,

AMERICAN TRUCKING ASSOCIATIONS, INC.

Benjamin R. Miller, Director
Industrial Relations Department

LABOR RELATIONS LETTER

January 1954

SECONDARY BOYCOTTS SUPPORT

CHAMBER OF COMMERCE OF THE U. S.

LABOR RELATIONS AND LEGAL DEPARTMENT

WASHINGTON, D. C.

FACTS ON SECONDARY BOYCOTTS -

WHY SHOULD THEY BE BANNED? • HOW EFFECTIVE IS THE PRESENT TAFT-HARTLEY BAN ON SECONDARY BOYCOTTS? • DOES IT NEED IMPROVEMENT?

ON PUT OUT OF BUSINESS BY TRUCK UNION

Robert Van Haldt, a young Veteran, and his partners are not in the trucking business today in Evanston, Illinois. Helco, Inc., started when Van Haldt was only 19, was put out of existence in 1950 by secondary boycott pressure on its customers. The reason: The partners and three employees refused to join independent Local 705, Chicago Truckdrivers Union.

A Hard Lesson - A young Evanston, Ill., truck-owner, a former GI named Robert Van Haldt, has learned that when a union says you have to join or get out of business, it can make good its threat.

"Sign up or get out of business" was the secondary boycott ultimatum received in 1950 by the then 19-year old veteran. He and a partner had started a small trucking firm on a shoestring in 1944.

Neither of the partners, nor their three employees, saw any advantage in joining Local 705, Chicago Truckdrivers Union, which was trying to organize them. Van Haldt told the House Committee on Labor and Education his employees did not want to join and pay a \$100 initiation fee, plus \$60 a year in dues.

He thought it "ridiculous" for an employer to have to join a union to be able to do business, and he didn't think the union could make good its threat.

However, Helco, Inc., the small company, was out of business within three weeks of the union ultimatum. Customers became "very nervous" and decided they could no longer continue my business" after picketing and other union pressure.

When the union action took place, most of the company funds was in equipment, and Helco, Inc., couldn't afford a lawyer.

Summing up, Van Haldt said:

"But this thing happened so swiftly, that I was put out of business overnight. I had to sell my trucks and sell my business."

NATIONAL HARBORING IS ISSUE AT DUNBAR GLASS

A one-year strike with severe secondary boycotts has cost an estimated \$100,000 loss to Dunbar Glass Company, Dunbar, W. Va. Boycott pressure to force Dunbar to bargain nationally has prevented major customers from buying, has deprived the company from deliveries of twenty-four local suppliers. Strikers have engaged in threats and violence in effort to put company out of business.

Two big unions have a little company down at Dunbar, W. Va.

A strike and secondary boycotts have cost the Dunbar Glass Company an estimated \$100,000 in the last 12 months.

The unions involved: Teamsters local and the Flint Glassworkers. New trouble started - the strike and the boycotts came after International AFMW had turned down Dunbar's offer to meet its wage demand as soon as the company could agree. Dunbar's local had been willing to accept its offer because they knew the company had lost \$100,000 in fifteen days, and already paid higher salaries than competitors. At AFMW started national harboring, at home.

Boycotts in action - The AFMW has attacked primary suppliers, customers, trucking companies, and non-striking employees.

Customers diverted subcontract work to other companies. Suppliers stopped doing business with Dunbar. Some 24 local suppliers refused to deliver materials. About 12 trucking companies refused to deliver finished products to customers.

One non-striking employee has been beaten up by boycotters, and two automobiles have been damaged.

WHAT HAPPENED TO SCHULTE SHOULD BE KNOWN

Schulte Refrigerated Services, Inc., a New Jersey trucking concern was forced out of business in 1948 by a secondary boycott by Local 807, International Brotherhood of Teamsters. The case went to the National Labor Relations Board in 1949. The board found this secondary boycott legal under the Taft-Hartley Act's provisions.

The Schulte Case - Teamsters Local 807 disapproved of the action of Schulte Refrigerated Services, Inc., in moving for economic reasons from New York City to New Jersey, and signing with another local Teamsters union.

When the Schulte company moved to Gladwood, New Jersey, from New York City and signed with Local 449, Local 807 insisted it should employ only their members.

Schulte refused, and Local 807 assigned pickets to follow the trucks whenever they came into New York City. When a Schulte company truck would stop at a customer's platform, pickets would climb out of their cars and parade around the truck.

-3-
As a result of the picketing, the Schulte company suffered crippling losses.

Schulte taught the Taft-Hartley Act prevented secondary boycotts, and filed a charge with the National Labor Relations Board.

But the Board said that local NLR picketing was primary and not secondary. The case was dismissed, even though the objective of the picketing was clearly to influence the employees of the secondary employer.

RADIO STATION HIT BY SECONDARY CUSTOMER BOYCOTT

A Midwestern Radio Station has been compelled to recognize an AFI Union without going through National Labor Relations Board election procedures. A secondary customer boycott by the union was used to force recognition.

Just recently, a small Wisconsin radio station faced this demand by an AFI Union.

"Tell your employees to join us, and you must recognize our union or it will cost you business."

The radio station said it was willing to recognize any union of its employees' choice provided it was selected in a regular National Labor Relations Board election.

Before the election could be held, the union called a strike to enforce its demand for recognition. The station stayed on the air for a while by using management employees to maintain operations.

The union then brought pressure on the company by writing a letter to local advertisers who were program sponsors on the station:

"At a meeting last Friday, the membership of _____ went on record endorsing, without reservation the position of the striking employees of _____. The meeting further ordered that all advertisers of _____ be notified that continued use of the radio station as an advertising medium during this strike must be taken as an obvious indication that these advertisers are not in sympathy with the policies and objectives of organized labor."

The letter was followed up with telephone calls to advertisers, threatening a boycott of local stores unless radio advertising stopped.

Because of losses of advertising, the station was forced to recognize the union without an election.

This was clearly a secondary customer boycott. It is not now prohibited by the Taft-Hartley Act. It could happen to you.

GENERAL PAINT HAD TO SUE DESPITE NLRB AID

GENERAL PAINT CORP., Los Angeles, was hurt severely by AFI union boycotts in 1971, even though NLRB asked for a Federal injunction. Injunction request was withdrawn after union agreed to stop boycott

pressure on neutral employers. However, secondary boycotts forced company to recognize the union.

As a result of AFL union boycotts, the General Paint Corp.,* Los Angeles, lost more than \$45,000 on one job in 1951, and more thousands of dollars on other work that year.

AFL Paint Hazards Union, No. 1222, was able to compel illegal recognition by the General Paint Corp., in this case, by secondary boycotts. PMU had its own way in spite of opposition by the company, its employees, and the help which could give the company to stop the boycotts.

The company refused a PMU demand that it persuade its employees to join, although it was willing to recognize PMU if it won a bona fide election. PMU didn't want an election because it didn't have the votes to win; PMU didn't want a company request for an election.

That PMU did - with the help of various AFL affiliate unions, PMU set up a series of effective boycott blockades of General Paint. Contractors and employees were induced to stop buying and using the company's products.

The company had to pay a lot of money to relieve damages suffered by one contractor. Carriers were persuaded to refuse to haul company trucks to be loaded or unloaded. Many other boycotts were pulled.

ALMA help; rails - ALMA helped, asked a court to stop the boycotts. However, it withdrew its injunction request when PMU agreed in writing to cease starting boycott measures against employees of neutral employers.

That PMU changed its tactics. Threats of secondary boycotts were directed toward officials of neutral companies - a strategy previously declared lawful by the NLRB. The company was forced to recognize the union.

AAA TARIFFS STOPPED SECONDARY BOYCOTTS

NOT THIS ONE! For eight years, the International Brotherhood of Electrical Workers has refused on a nationwide basis to erect signs made by Neon Products, Inc., Lima, Ohio, organized by CIO. The company has lost several hundred thousand dollars a year and has not been able to get any legal relief.

Because the electrical advertising signs of Neon Products, Inc., of Lima, Ohio, are made by a CIO union, the IBEW refuses to erect these signs anywhere in the country.

Beginning in 1945, IBEW refused to install the signs manufactured by the company bearing the CIO label. The boycott still continues.

The boycott was extended to such large cities as St. Louis, New York, New Orleans, San Francisco, Pittsburgh, Portland, Seattle, Cleveland, Minneapolis, and St. Paul.

* 1953 Hearings House Committee on Education and Labor.

The union action, according to the company's president, has cost Hess Products several hundred thousand dollars annually.

Hess Products would have violated the Taft-Hartley Act if it had encouraged its hired employees to quit the UIO and join the IUE. Therefore, to serve all its customers, it set up a duplicate plant in Lakewood, Ind. This plant was then organized by the IUE.

The Union exerts pressure on neutral employees, and independent contractors, as well.

However, the boycott activities with respect to employees are so adroitly designed it is difficult to establish evidence of a violation of the Taft-Hartley Act. Individual contractors are so intimidated that they will not come forward to substantiate the company's violation.

NOT CARGO CLAUSE LOOPHOLE APPROVED IN CORWAY CASE

TRANSPORT LOCAL 701 struck Corway, Indiana, to compel the company to stop leasing trucks to Middle Atlantic Transportation Company, Inc., without the union drivers. The union also told the drivers of three other trucking companies not to handle Corway freight, on the basis of a not cargo clause with those companies. NLRB found this boycott legal.

Corway Express, a Massachusetts trucking company, leases trucks to Middle Atlantic Transportation, Inc., in addition to operation of its own business.

Local 701, Corway's union, demanded that its members be placed on trucks leased to Atlantic. A strike was called against Corway, and the union also instructed its members who worked for three other trucking companies to refuse to handle Corway freight. The same instruction was given to warehouses.

The union took this position on the basis of a not cargo clause in its collective bargaining contract with these companies. Neither the trucking companies nor the warehouses requested the drivers to handle Corway freight, but acquiesced in the refusal.

The Not Cargo clause: "The union reserves the right to refuse to accept, freight from, or to make pickup or deliveries to, establishments where picket lines, strikes, lockouts, and boycotts exist."

When the case came before the NLRB in 1949, the Board decided that refusal to handle shipments by employees of the warehouses and the three trucking companies were secondary boycott activities that would have been illegal except for the not cargo clauses.

Thus, the NLRB permitted a violation of the Taft-Hartley Act by means of a contract. Such not cargo clauses have been incorporated in thousands of collective bargaining agreements since this decision.

TAFT HARTLEY FAVORABLE CHALLENGING SECONDARY BOYCOTTS

The late Senator Taft wanted to continue in effect the ban on

secondary boycotts. During the 1953 hearings on the Taft-Hartley Act, before the Senate Labor and Education Committee, he restated his 1947 view. He declared secondary boycotts were wrong because they are unfair to innocent third parties.

Taft's 1953 views:-

"...I just cannot see any argument for supporting secondary boycotts"
"...I think that (a secondary boycott) is an absolute denial of the entire theory of free collective bargaining and free business in the United States..."

"...Incidentally, in this committee there was not any legitimate objection to outlawing boycotts when we had these hearings in 1947. The Committee agreed. I think 13 to 4, that really there was practically no defense against it."

"I remember Senator Warner and Senator Lister trying to devise special methods to stop this, which is recognized as an outrage in the labor field. This is the field of secondary boycotts..."

"There was some argument for secondary boycotts when you had no leverage at all, but later if you want to organize a plant you have to get in there in and persuade the employees that there ought to be a union. If you cannot persuade them, then there ought not to be a union and there ought not to be any indirect pressure on their products and their work to make them unionized..."

"...If you have the law on the books, then there is some argument for letting the law of the land to any extent you want it to go. But if you do not, if you are attempting to regulate it (industrial relations) on a fair basis, holding everybody to fair dealing, then I can see no justification for dragging in third parties in your labor dispute just to organize another plant..."

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AMERICAN TRUCKING



Associations, Inc.
1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

WALTER W. BELSON
Director of Public Relations

ADMINISTRATIVE FILE

ATA

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December 28, 1953

Mr. Elmer Mohn
Vice President
International Brotherhood of Teamsters
100 Indiana Avenue, N. W.
Washington, D. C.

Dear Elmer:

I am enclosing some proofs of an ad we are placing on the subject of an interesting recent instance of cooperation that you doubtless know all about. We understand the actual event went off very well all around.

Let me express my best personal wishes to you for the New Year.

Sincerely,
AMERICAN TRUCKING ASSOCIATIONS, INC.

Walter W. Belson

Walter W. Belson
Director of Public Relations

WVB:gl

enclosures



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

file
com

PROBLEM: *Move a whole hospital in
4 hours without jostling the patients!*



**INDIANA'S "OPERATION BIO SWITCH" SHOWS HOW
TRUCKS COULD MOBILIZE IN CASE OF ATOMIC ATTACK**

As Civilian Defense observers stood by, the Indiana trucking industry pooled its resources of men and machines recently to move an entire hospital—patients, staff, and equipment—from the old building to a new one 2½ miles across town in Fort Wayne.

Twenty-seven pieces of equipment and more than 100 men—drivers and riggers—were contributed for "Operation Bio Switch" by Ft. Wayne truck operators and Teamsters Local 414, A.F.L.



The hospital was moved safely in only 4 hours. If the job had been hired, it would have cost around \$5,000 an hour. But it didn't cost the hospital a dime.

The move was another "pre-view" of the service the trucking industry may be called on to perform anytime, anywhere if atomic warfare strikes our homeland. Time and again, in emergency after emergency, the amazingly flexible trucking industry has shown its willingness and ability to do its part. In routine or emergency, you can count on it.



American Trucking Industry
American Trucking Association, Washington 6, D. C.

ADMINISTRATIVE FILE

ATA

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AMERICAN TRUCKING



Associations, Inc.
1424 SIXTEENTH STREET, N. W.
WASHINGTON 6, D. C.

December 9, 1953.

Office of the Managing Director
JOHN V. LAWRENCE

Mr. Einar Mohn,
International Brotherhood of Teamsters,
Warehousemen, Chauffeurs and Helpers Union,
100 Indiana Avenue, N. W.,
Washington, D. C.

Dear Einar:

I am enclosing two copies of the memorandum
which we discussed in general terms Monday afternoon.

I shall be looking forward to meeting with
Eddie Chayfetz and you at luncheon Monday, 12:15 at
the Occidental.

Sincerely,

John V. Lawrence,
Managing Director.

JVL:ap
Enc.



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

October 5, 1953.

On a recommendation from the Administrative Committee the Executive Committee at its meeting of June 10-11, 1953 adopted the following resolution:

"that a committee be appointed to meet with Dave Beck and a committee from the International Brotherhood of Teamsters for the purpose of exploring the situation to determine what common problems exist between the two groups.

The President thereafter appointed a committee composed of:

Walter F. Caray, R. M. Crichton, George V. Estes,
Carroll Roush, B. M. Seymour

which met in Chicago on September 29. The purpose of the meeting was to develop a series of subjects which indicated possible cooperation between the Teamsters and ATA, for the common good of both parties.

The Committee found that:

The contemplated program would not involve the raising of funds or heavy additional expenditures by either part. It would merely bring together existing forces in the two organizations looking to a more effective dissemination of sound factual information on the industry through cooperation between the public relations and technical forces of both organizations on those problems or projects on which an area of agreement could be found.

The Committee believes that:

I. Once this agreement can be defined the following methods of operation are indicated:

1. For lining up the facts, joint committees of the public relations and technical staff members of the two organizations would be set up, both to accumulate and correlate information now

available, and to develop additional information or might be required.

2. To supplement present efforts at internal self education in the industry, these committees would furnish factual material about the industry and its programs to the I.B.T. publications for dissemination among the members.

3. For public education organized help could be given by the I.B.T. in their contacts with the general public through the use of handouts and by word of mouth (pamphlets, etc., speeches, social contacts).

4. As to public officials, contact could be made by groups of four to a half-dozen I.B.T. members presenting to the individual official true facts about the industry, its problems and its programs.

II. The Problems and Activities in which Areas of Agreement Might be Found are as follows:

Public Relations

1. The use of more industry facts in I.B.T. publications.
2. Help in distributing material on industry facts to the general public by I.B.T. members.
3. Assistance from I.B.T. and its members in securing wider distribution of motion pictures in their groups, as well as schools and other similar places.
4. The development of speakers among the I.B.T. members who can be available to talk at gatherings in their home locality, presenting factual material on the industry.

5. Assistance by I.B.T. members in the use of school kits in their home localities in the lower grades of their schools.

Safety

1. ATA has operated two programs in recent years, the first symbolized by the plate "I'll Help You Pass" on trucks and pledges from around a quarter million drivers. The second program has had to do with speed control, that is the promoting of the use of proper speeds under different conditions. By the end of the winter a new program will be developed involving these two factors as well as "No Tail-Gating." I.B.T. can help greatly in expanding the interest and participation in this new program as compared to predecessors.

2. I.B.T. could take an active interest direct through its members in promoting interest in and helping with:

- a. The Teen-Age Roadshow in which 180,000 teen agers participated last year and
- b. The dog and magic shows supported by A.T.A. now appearing before grade school children.

3. At present in the exploratory stage is a proposal for possible creation of a "Legion of Safe Drivers." I.B.T. could cooperate with ATA in exploring this program and, if it was developed, in promoting interest and participation in it.

Legislation - National (Including Regulatory Bodies)

1. I.B.T. could work with us for

- a. strengthening I.C.C. regulation, both from the standpoint of the budget as well as efficient methods of operation.
- b. In the matter of Federal Highway Aid authorizations, particularly by putting emphasis on the matter of early completion of the Interstate Highway System.

2. I. B. T. could work with us against:

- a. Legislation permitting integration of ownership of railroads and truck lines under rail control.
- b. Legislation proposed in the 82nd Congress which would require the Interstate Commerce Commission to consider the effect of applications for new operations and extensions on all other forms of transportation, which would mean primarily railroads.
- c. Selective rate cutting as practiced in the past by the railroads wherein they have cut rates on commodities moving in volume, often the sole source or an important source of a motor carrier's revenue, making up for rail loss on this traffic with revenues from their non-competitive traffic.

Legislation - State

1. Dissemination of information on size and weight regulation among I.B.T. membership and the enlistment of their cooperation in helping to remove inequities from those laws where they exist or in preventing successful attacks on sound present laws.
2. I.B.T. and its members could cooperate, in research, public education in the field of motor truck taxation in
 - a. Interim studies by committees of the legislatures in the various states.
 - b. Ton-mile taxes on weight distance taxes (from cost and nuisance standpoints).
 - c. Tax Studies. Developing the facts and bringing them to public view where railroads have maintained in many cases their status of decades ago where they were either exempt from ordinary business or property taxes, were accorded a low tax rate, or kept their assessed valuations or basis of assessment at a subnormal level.

- 5 -

3. The field of reciprocity offers a broad area for cooperative action.
4. Equipment regulations offer another such field.
5. The case is true on speed and related driving regulations.
6. Keeping local ordinances on a sound basis rather than an arbitrary one is a fertile area.

Freight Claims

Education on and active programs in Loss Prevention Activities afford a wide area for cooperation. On the one hand I.B.T. could sell this story to its membership as a matter of self interest. I.B.T. and A.T.A. could then join in selling the story to the public, particularly the shipping public.

Highways

1. It is suggested that I.B.T. take an interest in the series of road tests, giving their members correct interpretations of the results so that they in turn could inform their friends and neighbors, who often read or receive adverse propaganda on these subjects.
2. I.B.T. through its local units could enter into the P.A.R.-Adequate Roads Movement.

October 5, 1955.

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available, and to develop additional information as might be required.

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- b. In the matter of Federal Highway Aid authorizations, particularly by putting emphasis on the matter of early completion of the Interstate Highway System.

- 4 -

2. I. B. T. could work with us against:

- a. Legislation permitting integration of ownership of railroads and truck lines under rail control.
- b. Legislation proposed in the 82nd Congress which would require the Interstate Commerce Commission to consider the effect of applications for new operations and extensions on all other forms of transportation, which would mean primarily railroads.
- c. Selective rate cutting as practiced in the past by the railroads wherein they have cut rates on commodities moving in volume, often the sole source or an important source of a motor carrier's revenue, making up for rail loss on this traffic with revenues from their non-competitive traffic.

Legislation - State

- 1. Dissemination of information on size and weight regulation among I.B.T. membership and the enlistment of their cooperation in helping to remove inequities from those laws where they exist or in preventing successful attacks on sound present laws.
- 2. I.B.T. and its members could cooperate, in research, public education in the field of motor truck taxation in
 - a. Interim studies by committees of the legislatures in the various states.
 - b. Ton-mile taxes on weight distance taxes (from cost and nuisance standpoints).
 - c. Tax Studies. Developing the facts and bringing them to public view where railroads have maintained in many cases their status of decades ago where they were either exempt from ordinary business or property taxes, were accorded a low tax rate, or kept their assessed valuations or basis of assessment at a subnormal level.

3. The field of reciprocity offers a broad area for cooperative action.
4. Equipment regulations offer another such field.
5. The same is true on speed and related driving regulations.
6. Keeping local ordinances on a sound basis rather than an arbitrary one is a fertile area.

Freight Claims

Education on and active progress in Loss Prevention Activities afford a wide area for cooperation. On the one hand I.B.T. could sell this story to its membership as a matter of self interest. I.B.T. and A.T.A. could then join in selling the story to the public, particularly the shipping public.

Highways

1. It is suggested that I.B.T. take an interest in the series of road tests, giving their members correct interpretations of the results so that they in turn could inform their friends and neighbors, who often read or receive adverse propaganda on these subjects.
2. I.B.T. through its local units could enter into the P.A.R.-Adequate Roads Movement.

AMERICAN TRUCKING



Associations, Inc.
1424 SIXTEENTH STREET N. W.
WASHINGTON 6, D. C.

ADMINISTRATIVE FILE
ATA
X
X

November 11, 1953

Mr. Dave Beck
General President
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
100 Indiana Avenue, N. W.
Washington, D. C.

Dear Mr. Beck:

Please accept both my personal thanks and those of the officers and directors of ATA for your contribution to the success of our twentieth annual convention.

Your talk on Tuesday noon made it possible for those present to understand why the term "labor statesman" is so often used in connection with your name. It was, as you noted, the first appearance of a representative of the Teamster's Union before an ATA convention and your recollection of the audience reaction to your talk should always occupy a warm place in your memory.

Sincerely yours,

Jack Cole
Jack Cole,
President

JC:gl



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

ADMINISTRATIVE FILE

270

C - O - P - Y

AMERICAN TRUCKING ASSOCIATIONS, INC.
INDUSTRIAL RELATIONS DEPARTMENT
1424 Sixteenth Street, N.W.
Washington 5, D. C.

Benjamin E. Miller
Director

June 25, 1953

Mr. James E. Haffa, Vice President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
2741 Trumbull
Detroit, Michigan

Dear Sir:

On behalf of ATA's Industrial Relations Committee I want to thank you for participating in and helping so much to make a success of their Fourth Annual National Forum on Trucking Industrial Relations.

The exchange of ideas between your union and our employers on these subjects of mutual concern cannot help but improve relationships. I know that your participation in this year's Forum has contributed much in this direction.

As you know the proceedings of our Forums are printed and published by ATA. Under separate cover, by Registered Mail, I am sending you the transcription of your talk and a transcription of the questions and answers asked. We would like you to edit these for publication in the proceedings. It is most important that we get these proceedings to the printer as soon as possible and would like to receive your edited manuscript by July 6.

Again I wish to express the appreciation of the Committee and my personal thanks for your participation in our Forum.

Sincerely,

Benjamin E. Miller

BM:1076

cc: Mr. Dave Beck

RECEIVED
OFFICE OF
GENERAL COUNSEL

JUL 1 1953

RECEIVED
FBI

WESTERN UNION
SENDING BLANK

RDV DL PD INT. BRO. TEAMSTERS JUNE 1, 1953

DAVE BECK
552 DENNY WAY
SEATTLE, WASHINGTON

ADMINISTRATIVE FILE
Invitation
X *670*

X
AMERICAN TRUCKING ASSOCIATION ASKING IF YOU PLAN
ATTEND AND SPEAK AT THEIR FOURTH FORUM
TRUCKING ASSOCIATION INDUSTRIAL RELATIONS. DATE
JUNE 16 AT CLEVELAND. PLEASE ADVISE

ANN WATKINS

Send the above message, subject to the terms on back hereof, which are hereby agreed to *over*

PLEASE TYPE OR WRITE PLAINLY WITHIN BORDER—DO NOT FOLD

1249—(1-52)

ADMINISTRATIVE FILE ☒
American Truck Assn
X Hoffa
X

JUNE 3, 1953

Mr. Dave Beck
Ambassador Hotel
Los Angeles, California

Dear Mr. Beck: Re: Letter from Hoffe on ATA-
 railroads dispute

The enclosed, besides a letter from Walter Mullady of the ATA, a clipping from the Wall Street Journal and a cover letter from Jimmie Hoffs are for your information. You perhaps have already read the clipping, so Mullady's letter becomes the important item, since he asks for a meeting date.

Sincerely,

AW
ENC

Aan Watkins.

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

W.D. Woodard
1954
1955
1956
1957



International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America

Affiliated with the American Federation of Labor and
the Detroit and Wayne County Federation of Labor

LOCAL UNION NO. 259

3745 TRUMBULL AVENUE



DETROIT 16, MICHIGAN

ADMINISTRATIVE FILE

Ames J. Hoffa
X
Hoffa
X

June 2, 1953

Dave Beck, General President
International Brotherhood of Teamsters
100 Indiana, N. W.
Washington, D. C.

Dear Sir and Brother:

I am enclosing herewith letter and
slipping sent to me from the A. T. A. which should be
of interest.

Fraternally,

J. Hoffa

James R. Hoffa

AMERICAN TRUCKING ASSOCIATION
INCORPORATED

WASHINGTON, D. C.

THOMAS H. MULLAPY
PRESIDENT

1734 South Westworth
Chicago 16, Illinois

Victory 2-4600

May 26, 1953

Dear Jim,

I am attaching herewith a clipping of an article from the Chicago Wall Street Journal of May 23. It seems to me this article outlines what might well constitute one of the most serious threats to our industry. While I've never had the opportunity to discuss this with you, I would like to meet you at your convenience in Chicago some day in the near future to go into the matter thoroughly.

Obviously, the proposal contained herein could well mean the death knell for the trucking industry or, if not that, certainly a condition which would have us playing directly into the hands of those who would like to have us under their thumbs.

Past history shows that the railroads are advanced masters in the art of denial like this, which ultimately result in placing them in a position of virtual dictatorship as to our rates, wages and everything else that constitutes your and my well-being.

Please let me know if it is possible to have an opportunity to sit down together on this.

Kind regards,
H. Mullap

Mr. James R. Moffa
2741 T-amball Avenue
Detroit, Michigan

Five Rail Union Chiefs Endorse Trailer Use, Ask Teamster Parley

Drivers Increasingly Unrasy;
Measures Already Taken to
Halt Practice

BY MICHAEL J. SALPA
Staff Reporter of The New York Times

CLEVELAND—Top officials of five major railroad unions yesterday came out for support of a new program for handling highway trailers from the railroads and requested the president of the International Teamsters Union to meet with them in an effort to overcome teamsters' objections to the mode of transportation.

For the past four years, New York, New Haven & Hartford Railroad has been successfully working together with the truckers on an experimental basis. Recently it started up this practice.

Other railroads, notably Chicago & Eastern Illinois, also have been working out plans for a road-rail co-operative effort on a much larger scale.

Teamsters Unrasy

Meanwhile, the teamsters union has been showing increasing uneasiness over the practice on the theory that it tends to put some men out of work. While trailers are traveling by unit, no additional are necessary, the union officials insist.

Sam Beck, general president of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, it is understood, has already taken steps to halt the movement.

The five top railroad union officials—J. P. Florida, general chief of the Brotherhood of Locomotive Engineers; D. B. Robertson, Locomotive Firemen and Engineers; R. C. Haynes, head of the Railway Conductors; W. F. Kennedy of the Railroad Trainmen and W. A. Flork of the Switchmen's Union—on a telegram to Mr. Beck have asked that he meet with them to develop truck-rail transportation of freight "in such a manner as will be highly beneficial to railroads and truck carriers and to the general public."

Transporting freight by a combined rail-truck system would revolutionize the movement of interstate freight. Trailers now used by the railroads are loaded by a regular road vehicle, can be run only one full load, 25-ton highway trailer with a 25-ton to 30-ton load capacity, or two smaller trailer units.

Under newer plans, there would be only specially-long 50-ton trailers which would be loaded two or three 25-ton units. A train of 20 such cars would be able to haul up to 1,000 tons of freight.

In these plans, the teamsters are worried to see the possibility of a large number of truckers losing their jobs and for that reason some officials have been frowning on the program.

The telegram to Mr. Beck said in part: "It was borne to our attention that as a result of activity on the part of some of the leaders of your union in the vicinity of Boston, the present arrangement for delivery to and transport by the N.Y.N.H. & H. Railroad of freight truck trailers on trailers may be discontinued."

Service Effect Seen

"We anticipate the existing service would, of course, seriously affect the employment of the men we represent and we believe to some extent those represented by you."

"Based upon our knowledge of the manner in which this co-ordination of truck and rail transportation of freight is presently accomplished on the New Haven, it is our belief that it is or can be developed in such a manner as will be highly beneficial to employees represented by you and us, and in the end to the general public."

They also suggest the advisability of a joint conference between you and the undersigned at the earliest possible date and at a place mutually convenient. We suggest Washington, Boston or Chicago.

It was signed by the five officials.

AMERICAN



TRUCKING

Office of the President
WALTER F. CAREY

Associations, Inc.
1424 SIXTEENTH STREET N. W.
WASHINGTON 6, D. C.

ADMINISTRATIVE FILE

ATA

X

X

May 19, 1953

Special delivery

Mr. Dave Beck, General President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen & Helpers of America
100 Indiana Avenue, N. W.
Washington 1, D. C.

Dear Dave:

This will confirm my invitation extended by telephone today to you in connection with a meeting of some 300 of our top management people at the Hotel Cleveland in Cleveland, Ohio in June.

We would very much like to have you speak to this group on June the 15th (or June 16th if that is a better date for you) on the subject: "Handling Employee Grievances". We know that you can give to us interesting and valuable information, with particular respect to the national angles of the matter.

We would also appreciate it much if Jimmy Hoffa could appear at this meeting, following your appearance or at another convenient time, to discuss the same subject from the regional slant and one of your well qualified Business Agents could follow Jimmy with a discussion of the subject from the local standpoint.

I am aware of your heavy commitments, but I earnestly hope that you can favor us by acceptance of this invitation and support of our idea of the additional appearance of Jimmy Hoffa and a Business Agent. Upon receipt of word that you can be with us, we will follow up with you with respect to details of timing, etc.

Cordially,

Walter

Walter F. Carey

CC: Your Seattle Office



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

AMERICAN TRUCKING



INDUSTRIAL RELATIONS DEPARTMENT
BENJAMIN R. MILLER
Director

Associations, Inc.
1424 SIXTEENTH STREET, N. W.
WASHINGTON 5, D. C.

ADMINISTRATIVE FILE

Ames Trust Am

X

X

Beck file

May 6, 1953

Mr. Dave Beck, General President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen & Helpers
of America
100 Indiana Avenue, N. W.
Washington 5, D. C.

Dear Dave:

Thank you for your very fair treatment, in the INTERNATIONAL TEAMSTER, of my testimony before the Senate Labor Committee. Am especially impressed by the tone of this report, knowing full well that my remarks were completely at variance with your views. It is indeed refreshing to find that management and labor in the trucking industry can have differences of opinion without rancor.

My compliments, Dave, for your statesmanship, and the leadership you are giving to your organization. We are certain that the industry, as well as the members of your organization employed therein, will have much to be proud of in the days to come.

Sincerely yours,

Ben Miller

Benjamin R. Miller

BRM:cm



A NATIONAL FEDERATION HAVING AN AFFILIATED ASSOCIATION IN EACH STATE

ADMINISTRATIVE FILE

ATA

X

X

ONE ⁽¹⁾
~~FIVE~~ ⁽²⁾ COPIES OF AMERICAN TRUCKING

TRENDS - 1953 edition

One copy to Library 11/24/53

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AMERICAN TRUCKING

TRENDS

**showing the year-to-year
changes in the pattern of
many phases of
motor truck operation...**

**1953
edition**

foreword

This sixth edition of TRENDS, published by the American Trucking Associations, Inc., is designed to help tell the story of the growth and development of America's second largest industry.

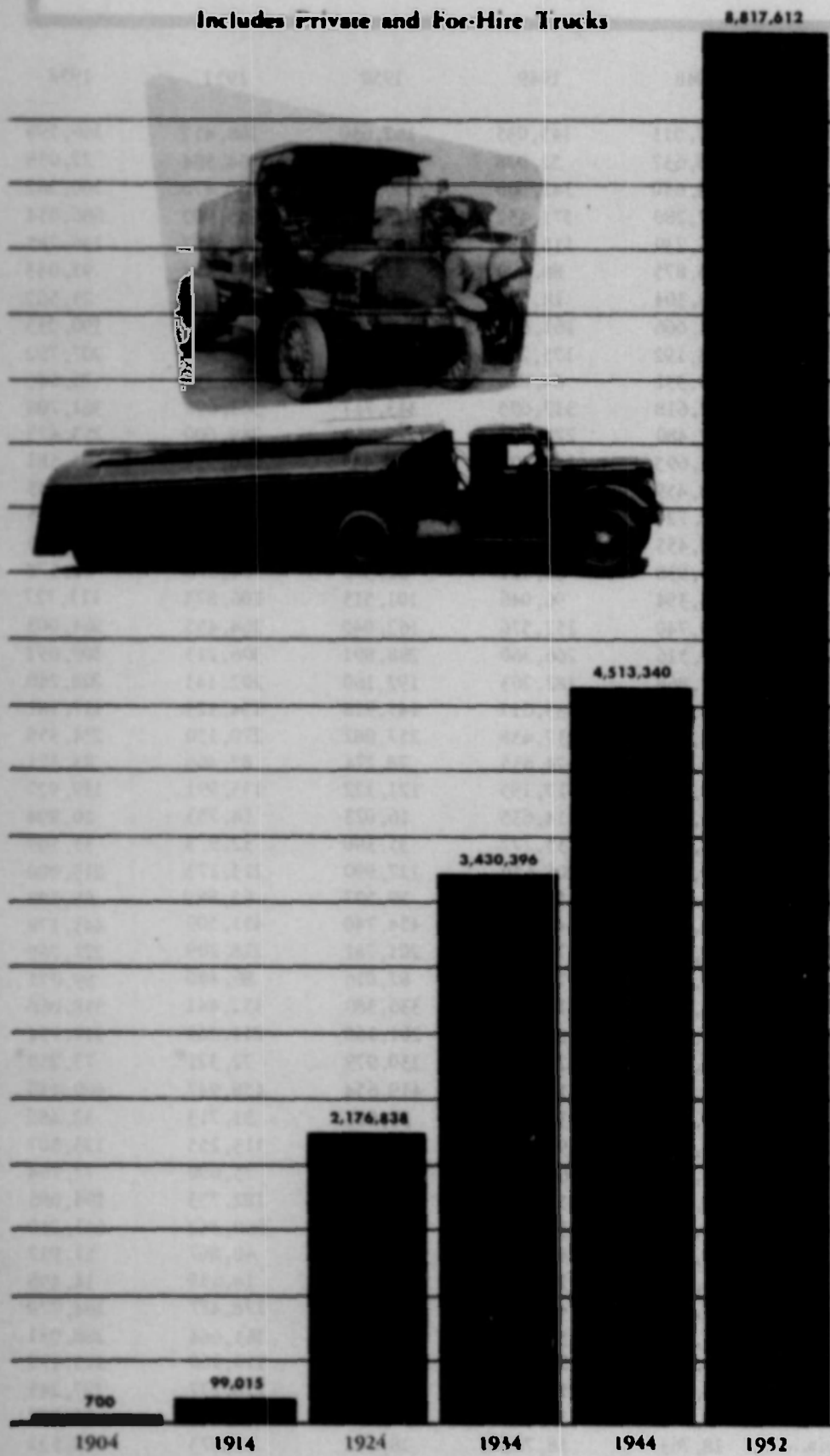
In 1952 expenditures by the trucking industry accounted for 7½% of the Gross National Product--that is, the total amount spent in the United States for all goods and services. This expenditure, more than \$27 billion, included \$2.2 billion for new trucks and truck-tractors, \$304 million for new trailers and semi-trailers, \$450 million for replacement tires, \$2.1 billion for motor fuel and \$1.3 billion for replacement parts and accessories. In addition, the more than 6 million persons directly employed in trucking earned over \$21 billion.

The following pages* show you quickly, and graphically, just how remarkable has been the growth of this industry during the past few years.

**Most of the operating data included in TRENDS is based upon reports filed by Class 1 Motor Carriers with the Interstate Commerce Commission. It should be noted that a change in the definition of Class 1 carriers by the Interstate Commerce Commission resulted in a definite break in the comparability of some of the data. Before 1950 a Class 1 carrier was one with an annual gross income of \$100,000; since 1950 the figure has been \$200,000.*

TRUCK REGISTRATIONS BY YEARS . . . 1904-1952

Includes Private and For-Hire Trucks



1904.....	700
1905.....	1,400
1906.....	2,200
1907.....	2,900
1908.....	4,000
1909.....	6,050
1910.....	10,123
1911.....	20,773
1912.....	42,404
1913.....	67,677
1914.....	99,015
1915.....	158,506
1916.....	250,048
1917.....	391,057
1918.....	605,496
1919.....	897,755
1920.....	1,107,639
1921.....	1,281,508
1922.....	1,369,523
1923.....	1,849,086
1924.....	2,176,838
1925.....	2,483,215
1926.....	2,807,354
1927.....	2,969,780
1928.....	3,171,542
1929.....	3,408,088
1930.....	3,518,747
1931.....	3,489,756
1932.....	3,256,776
1933.....	3,245,505
1934.....	3,430,396
1935.....	3,675,865
1936.....	4,001,464
1937.....	4,249,219
1938.....	4,210,477
1939.....	4,406,702
1940.....	4,590,386
1941.....	4,859,244
1942.....	4,608,086
1943.....	4,480,176
1944.....	4,513,340
1945.....	4,834,742
1946.....	5,725,692
1947.....	6,521,369
1948.....	7,227,380
1949.....	7,692,569
1950.....	8,272,153
1951.....	8,623,090
1952.....	8,817,612

Source: U.S. Bureau of Public Roads

Note: Publicly owned trucks of which there were 100,285 in 1952 are not included

TRUCK REGISTRATIONS BY STATES

Includes Private and
For-Hire Trucks

State	1948	1949	1950	1951	1952
Alabama.....	137,311	145,035	162,630	168,412	166,598
Arizona.....	48,637	52,978	58,737	64,584	72,058
Arkansas.....	128,650	142,500	150,007	160,470	160,162
California.....	547,880	571,452	615,050	655,902	686,051
Colorado.....	186,239	115,181	123,713	131,657	136,285
Connecticut.....	85,875	88,190	91,336	89,314	91,033
Delaware.....	18,304	18,592	20,346	22,149	23,502
Florida.....	151,666	161,692	170,541	183,221	190,033
Georgia.....	163,192	175,263	191,893	202,830	207,792
Idaho.....	60,332	64,826	71,683	75,339	76,046
Illinois.....	302,618	317,695	343,717	361,696	361,708
Indiana.....	227,480	223,421	229,833	249,600	253,473
Iowa.....	151,695	169,102	180,449	190,931	193,581
Kansas.....	178,459	188,931	195,922	206,823	215,345
Kentucky.....	136,727	154,014	168,236	171,445	181,705
Louisiana.....	118,455	133,351	147,336	157,220	160,705
Maine.....	60,938	58,121	62,300	61,506	62,578
Maryland.....	95,394	96,046	101,515	106,873	111,727
Massachusetts.....	149,740	152,576	162,040	164,455	164,003
Michigan.....	231,516	266,360	288,891	306,213	309,691
Minnesota.....	167,868	182,203	192,160	202,143	208,240
Mississippi.....	121,381	133,617	145,918	154,323	157,181
Missouri.....	221,608	237,458	257,082	270,150	274,359
Montana.....	88,159	74,635	78,274	82,466	83,371
Nebraska.....	101,615	117,195	121,122	133,991	139,927
Nevada.....	11,425	14,635	16,023	18,753	20,894
New Hampshire.....	31,779	35,777	35,300	32,973	31,509
New Jersey.....	191,260	206,610	217,990	213,173	213,900
New Mexico.....	41,438	52,428	59,597	65,889	68,188
New York.....	482,758	448,171	454,740	451,509	443,178
North Carolina.....	168,040	179,680	201,781	218,209	227,769
North Dakota.....	78,498	77,804	82,016	86,480	89,071
Ohio.....	215,896	313,306	336,380	352,441	358,066
Oklahoma.....	162,941	183,435	201,160	211,365	219,754
Oregon.....	114,736	123,897	130,979	72,321*	73,250**
Pennsylvania.....	411,194	413,273	439,654	458,947	469,440
Rhode Island.....	30,884	31,210	33,081	31,713	32,482
South Carolina.....	98,001	97,443	105,540	113,255	123,807
South Dakota.....	110,163	66,653	70,692	75,090	77,764
Tennessee.....	119,020	153,875	169,771	182,753	194,085
Texas.....	481,075	539,281	610,777	660,342	661,210
Utah.....	39,990	42,247	46,177	48,807	51,957
Vermont.....	14,821	14,441	14,637	14,639	14,498
Virginia.....	145,002	148,315	167,945	178,437	184,779
Washington.....	146,318	152,980	155,708	163,664	168,931
West Virginia.....	95,511	99,875	111,883	110,160	115,172
Wisconsin.....	196,503	210,736	222,361	228,277	227,245
Wyoming.....	29,645	35,360	38,699	41,507	44,779
District of Columbia.....	18,763	18,783	18,641	18,873	18,531

TOTAL..... 7,227,380 7,692,569 8,272,153 8,623,090 8,817,612

Source: U.S. Bureau of Public Roads

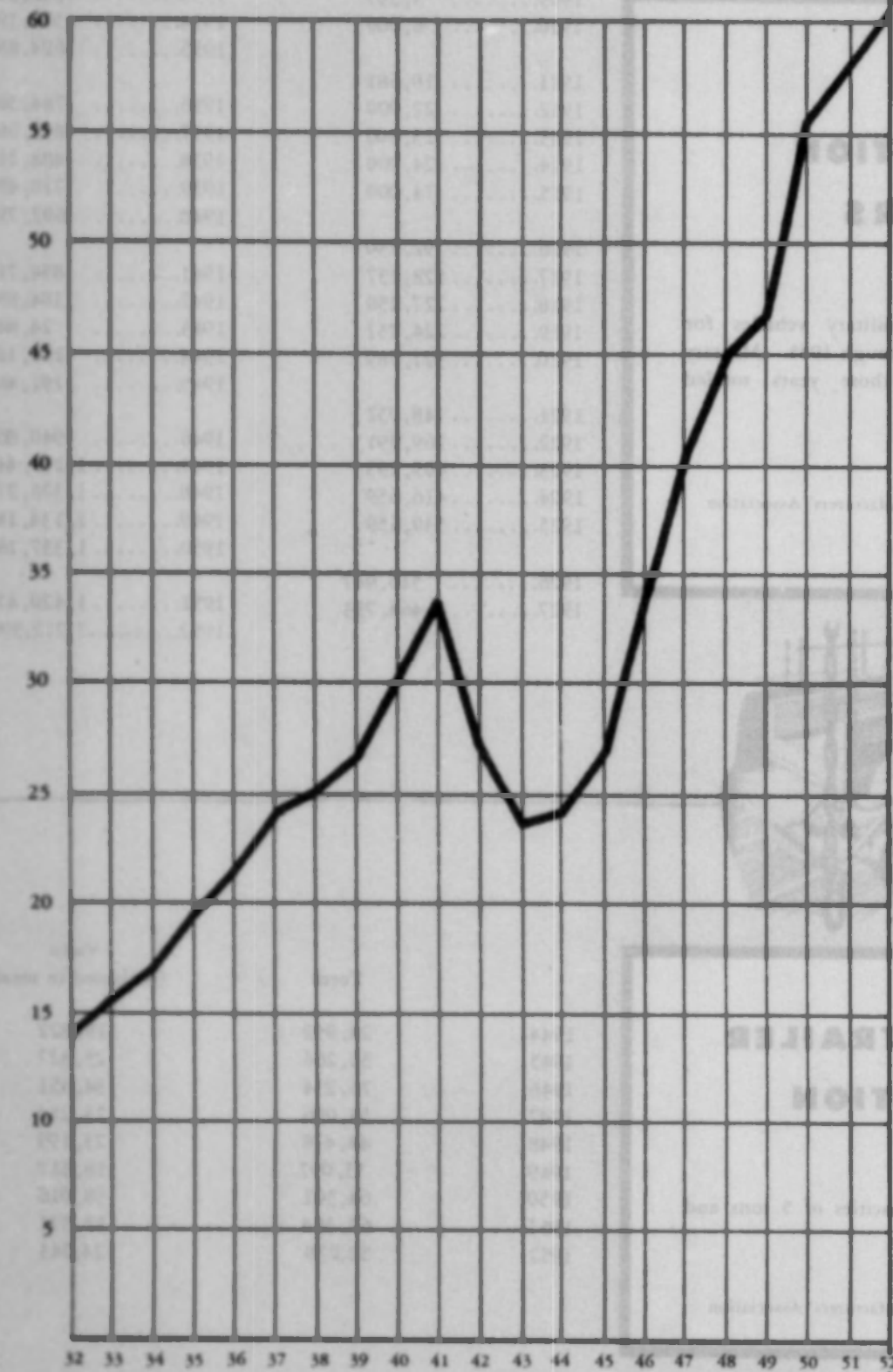
*Trucks of 4,500 lbs. and less excluded. Generally such trucks comprise half of all trucks

TRUCK VEHICLE MILES OVER ALL RURAL ROADS

Includes Private and For-Hire Trucks

1932-1952

Billions



1932.....	14,706,000,000
1933.....	15,501,000,000
1934.....	17,615,000,000
1935.....	19,470,000,000
1936.....	22,706,000,000
1937.....	24,295,000,000
1938.....	25,768,000,000
1939.....	27,771,000,000
1940.....	30,203,000,000
1941.....	34,401,000,000
1942.....	27,145,000,000
1943.....	24,546,000,000
1944.....	24,637,000,000
1945.....	27,149,000,000
1946.....	34,594,000,000
1947.....	40,771,000,000
1948.....	45,096,000,000
1949.....	47,435,000,000
1950.....	55,300,000,000
1951.....	57,859,000,000
1952.....	61,242,000,000

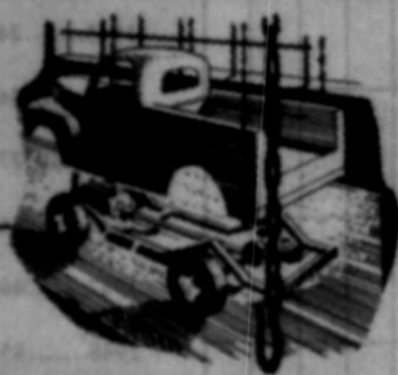
Source: Estimates derived
from U. S. Bureau of
Public Roads data

TRUCK PRODUCTION BY YEARS

1904-1952

Data excludes military vehicles for the years 1940 through 1945. Military production for those years totaled 2,562,306.

Source:
Automobile Manufacturers' Association



TRUCK-TRAILER PRODUCTION

1944-1952

Includes only capacities of 5 tons and over.

Source:
Truck-Trailer Manufacturers' Association

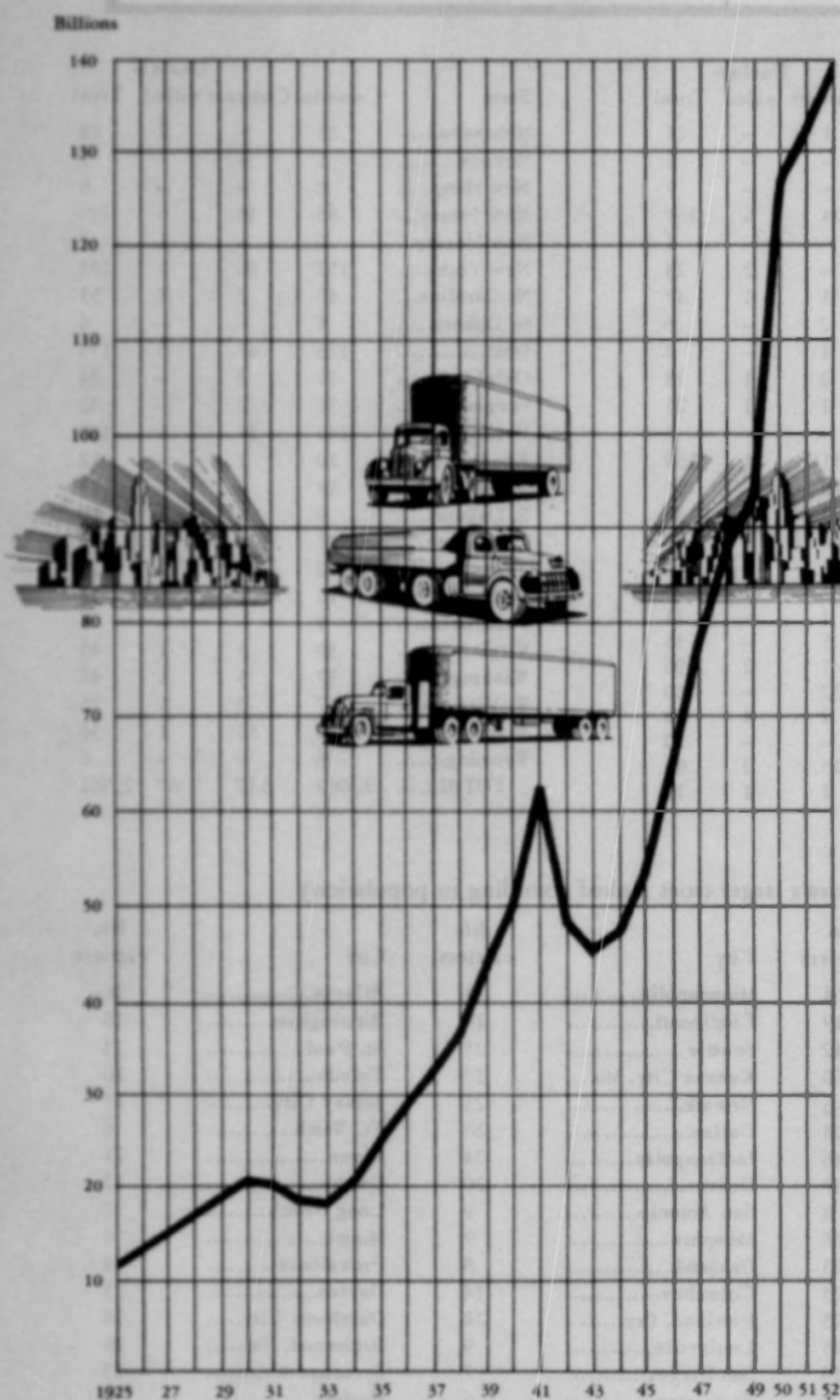
1904.....	700	1928.....	543,342
1905.....	750	1929.....	771,021
1906.....	800	1930.....	571,241
1907.....	1,000	1931.....	416,648
1908.....	1,500	1932.....	235,187
1909.....	3,297	1933.....	346,545
1910.....	6,000	1934.....	575,192
1911.....	10,681	1935.....	694,690
1912.....	22,000	1936.....	784,587
1913.....	23,500	1937.....	893,085
1914.....	24,900	1938.....	488,100
1915.....	74,000	1939.....	710,496
1916.....	92,130	1940.....	692,791
1917.....	128,157	1941.....	834,719
1918.....	227,250	1942.....	184,895
1919.....	224,731	1943.....	24,842
1920.....	321,789	1944.....	116,167
1921.....	148,052	1945.....	291,469
1922.....	269,991	1946.....	940,866
1923.....	409,295	1947.....	1,239,443
1924.....	416,659	1948.....	1,376,274
1925.....	530,659	1949.....	1,134,185
1926.....	516,947	1950.....	1,337,182
1927.....	464,793	1951.....	1,420,419
		1952.....	1,212,390

	Total	Vans (included in total)
1944	24,092	19,822
1945	33,266	23,327
1946	76,234	34,651
1947	33,096	23,254
1948	44,478	23,199
1949	33,097	18,317
1950	64,301	38,016
1951	67,384	32,571
1952	58,078	24,045

INTERCITY TON-MILES . . . ALL TRUCKS BY YEARS

1925-1952

Includes Private and For-Hire Trucks



1925.....	11,422,000,000
1930.....	20,345,000,000
1931.....	20,153,000,000
1932.....	18,806,000,000
1933.....	18,691,000,000
1934.....	20,652,000,000
1935.....	24,628,000,000
1936.....	28,844,000,000
1937.....	32,306,000,000
1938.....	37,000,000,000
1939.....	43,931,000,000
1940.....	50,047,000,000
1941.....	63,258,000,000
1942.....	48,256,000,000
1943.....	46,394,000,000
1944.....	47,395,000,000
1945.....	53,442,000,000
1946.....	64,300,000,000
1947.....	77,918,000,000
1948.....	87,640,000,000
1949.....	93,653,000,000
1950.....	126,000,000,000
1951.....	133,200,000,000
1952.....	140,000,000,000*

Source: 1925-1937 Automobile Manufacturers' Association
1938-1952 Interstate Commerce Commission

*Preliminary estimate.

INTERSTATE CITY TRUCKS BY YEARS LOCATION OF CLASS I CARRIERS, 1952

BY STATES

State	Common	Contract	Unclas- sified	Total	State	Common	Contract	Unclas- sified	Total
Alabama.....	20	1	—	21	Nebraska.....	23	—	2	25
Arizona.....	6	—	—	6	Nevada.....	1	—	—	1
Arkansas.....	7	—	—	7	New Hamp... ..	8	—	—	8
California.....	130	24	6	160	New Jersey... ..	85	38	6	129
Canada.....	1	—	—	1	New Mexico... ..	6	—	1	7
Colorado.....	21	—	2	23	New York.....	152	36	5	193
Connecticut... ..	43	3	1	47	N. Carolina... ..	49	2	2	53
Delaware.....	4	2	—	6	N. Dakota.....	4	—	—	4
D. of C.....	7	1	—	8	Ohio.....	123	47	5	175
Florida.....	25	2	1	28	Oklahoma.....	31	3	—	34
Georgia.....	23	1	1	25	Oregon.....	30	2	—	32
Idaho.....	3	—	—	3	Pennsylvania... ..	146	34	5	185
Illinois.....	134	31	4	169	Rhode Island... ..	10	2	—	12
Indiana.....	87	18	—	105	S. Carolina... ..	13	—	—	13
Iowa.....	26	5	1	32	S. Dakota.....	9	—	1	10
Kansas.....	15	4	3	22	Tennessee.....	27	—	1	28
Kentucky.....	14	1	—	15	Texas.....	122	5	2	129
Louisiana.....	21	1	1	23	Utah.....	16	2	—	18
Maine.....	10	1	—	11	Vermont.....	4	—	—	4
Maryland.....	30	5	—	35	Virginia.....	39	5	1	45
Mass.....	87	7	2	96	Washington... ..	37	3	1	41
Michigan.....	118	12	—	130	W. Virginia... ..	17	3	5	25
Minnesota.....	32	2	4	38	Wisconsin.....	42	13	1	56
Mississippi... ..	18	—	—	18	Wyoming.....	6	—	—	6
Missouri.....	71	15	2	88					
Montana.....	8	1	1	10	TOTAL.....	1,962	332	67	2,361

BY CITIES

(America's larger cities ranked according to population)

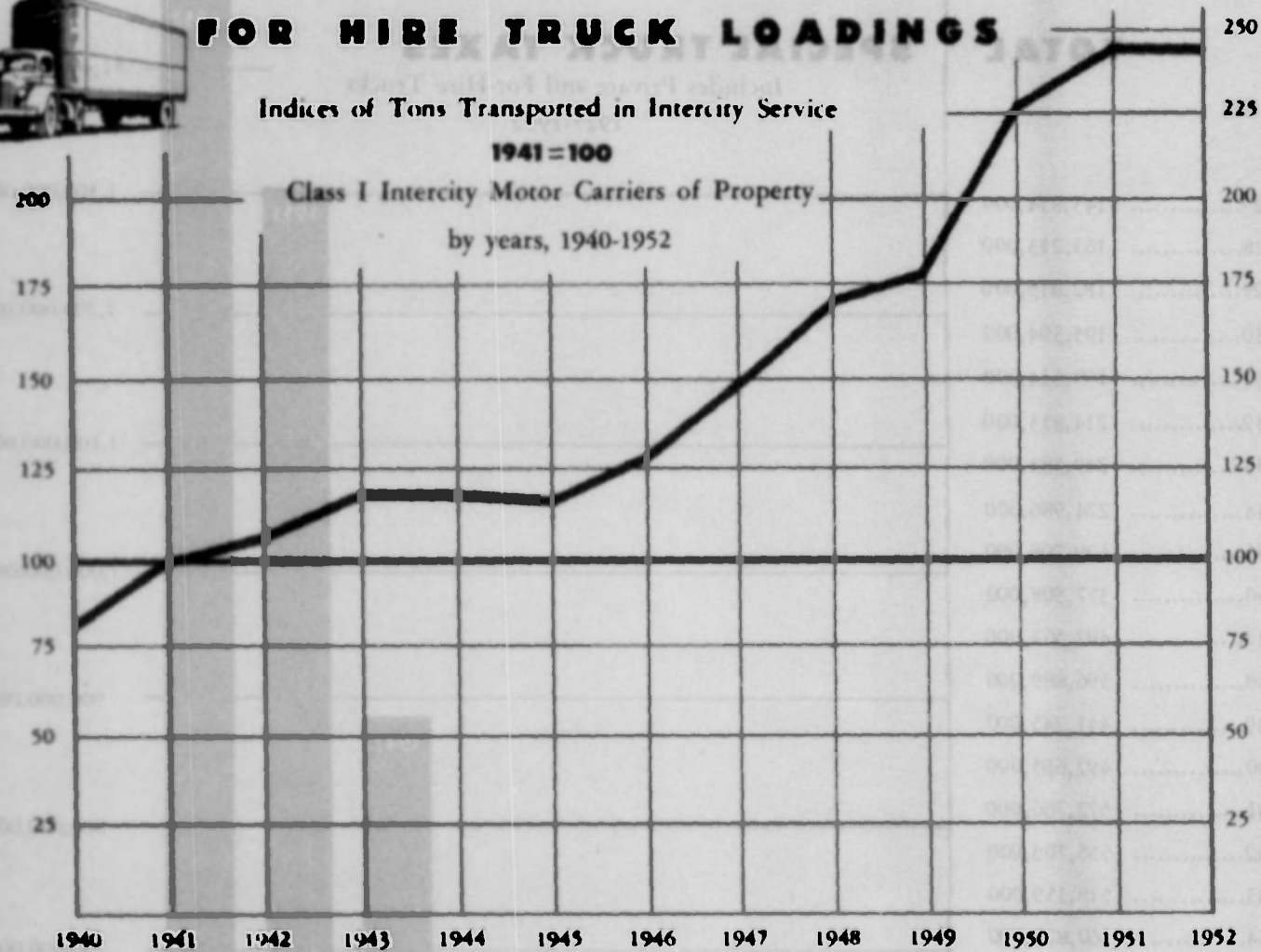
City	No. carriers	City	No. carriers	City	No. carriers
New York.....	64	Monneapolis.....	14	Atlanta.....	16
Chicago.....	119	Cincinnati.....	17	Birmingham.....	16
Philadelphia.....	42	Seattle.....	25	St. Paul.....	21
Los Angeles.....	60	Kansas City, Mo... ..	27	Toledo.....	10
Detroit.....	60	Newark.....	23	Jersey City.....	13
Baltimore.....	24	Dallas.....	26	Ft. Worth.....	6
Cleveland.....	46	Indianapolis.....	24	Akron.....	21
St. Louis.....	47	Denver.....	20	Omaha.....	12
Washington.....	8	San Antonio.....	9	Long Beach.....	7
Boston.....	16	Memphis.....	9	Miami.....	4
San Francisco.....	25	Oakland.....	8	Providence.....	4
Pittsburgh.....	25	Columbus.....	14	Dayton.....	3
Milwaukee.....	25	Portland, Ore.....	28	Oklahoma City.....	18
Houston.....	25	Louisville.....	9	Richmond, Va.....	16
Buffalo.....	19	San Diego.....	7	Syracuse.....	13
New Orleans.....	8	Rochester.....	6	Norfolk.....	8
				TOTAL.....	1,065

Source: Based on data obtained from the official records of the Interstate Commerce Commission



FOR HIRE TRUCK LOADINGS

Indices of Tons Transported in Inter-city Service
1941=100
Class I Inter-city Motor Carriers of Property
by years, 1940-1952



U.S. TOTAL AND REGIONS, 1940-1952

Region	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952*
U. S. Total	80	100	107	119	119	128	149	171	178	228	246	247	247
New England.....	74	100	113	118	115	114	124	127	130	127	156	161	165
Middle Atlantic...	84	100	108	114	117	113	123	142	164	168	210	225	218
Central	78	100	98	108	104	101	113	138	161	166	231	239	232
Southern	77	100	112	130	131	127	123	140	169	190	240	262	287
Northwestern.....	81	100	120	148	156	164	190	221	254	258	301	328	324
Midwestern	83	100	122	138	137	141	153	185	224	246	290	308	311
Southwestern	76	100	114	145	144	148	158	194	231	246	310	366	387
Rocky Mountain ..	92	100	136	150	149	138	149	197	230	248	290	341	374
Pacific	84	100	112	131	139	143	150	166	176	179	237	281	293

Source: Based on latest available statistics from official reports of
Class I Motor Carriers to the Interstate Commerce Commission

* Preliminary

TOTAL

SPECIAL TRUCK TAXES

Includes Private and For-Hire Trucks

1927-1952

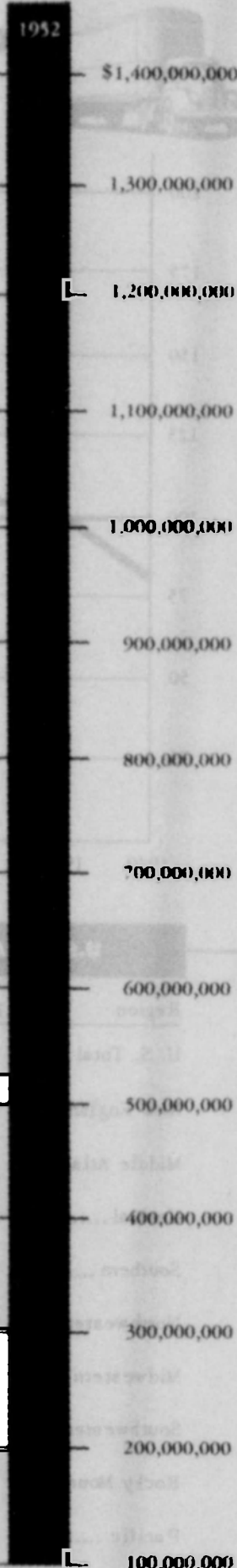
1927.....	\$143,854,000
1928.....	161,213,000
1929.....	182,815,000
1930.....	193,394,000
1931.....	199,614,000
1932.....	214,853,000
1933.....	249,584,000
1934.....	274,986,000
1935.....	309,708,000
1936.....	357,308,000
1937.....	402,361,000
1938.....	596,889,000
1939.....	441,245,000
1940.....	492,685,000
1941.....	572,766,000
1942.....	555,705,000
1943.....	518,159,000
1944.....	560,820,000
1945.....	625,000,000
1946.....	766,019,000
1947.....	893,169,000
1948.....	1,062,722,000
1949.....	1,081,592,000
1950.....	1,201,532,000
1951.....	1,311,035,000
1952*.....	1,479,821,000

Includes state registration fees, state motor carrier and trailer fees, state gasoline taxes, Federal excise taxes, special city and county taxes, and bridge, tunnel and ferry tolls.

* Data estimated for 1952

Source:
U.S. Bureau of Public Roads,
Bureau of Internal Revenue and
Automobile Manufacturers' Association

page 8

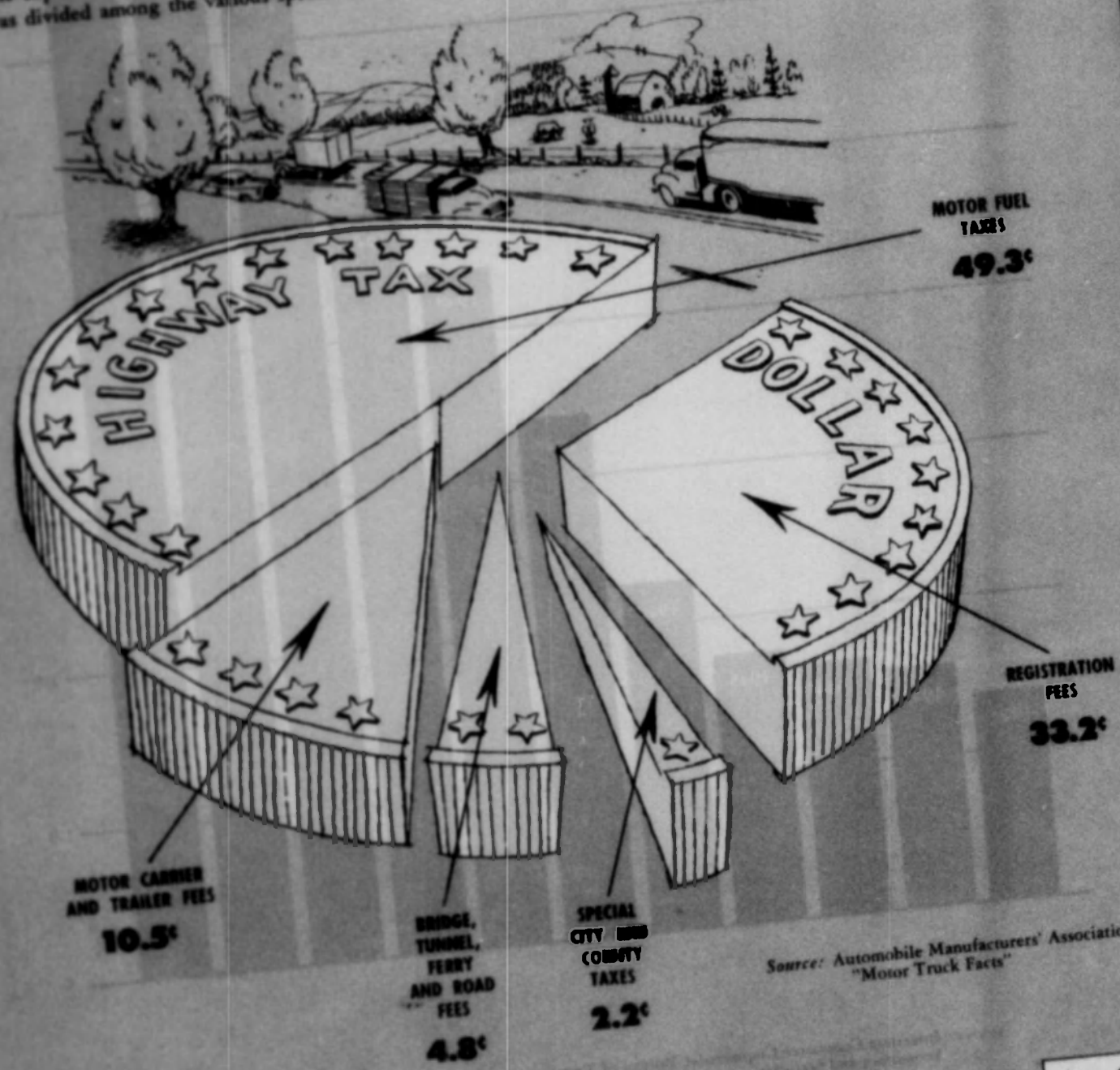


HIGHWAY USE TAXES

America's motor trucks, comprising approximately 17% of the total motor vehicle registrations, pay more than 35% of the total special taxes collected from highway-users. These taxes are special levies made against motor vehicle owners and operators by State, County and other local governments, for highway purposes.

In 1952 the trucking industry's highway user taxes amounted to more than one billion dollars. These payments do not include the millions of dollars (more than 436 million in 1952) paid annually in Federal excise taxes.

The exploded "Dollar" below shows how each dollar paid by the trucking industry in highway use taxes was divided among the various special levies.



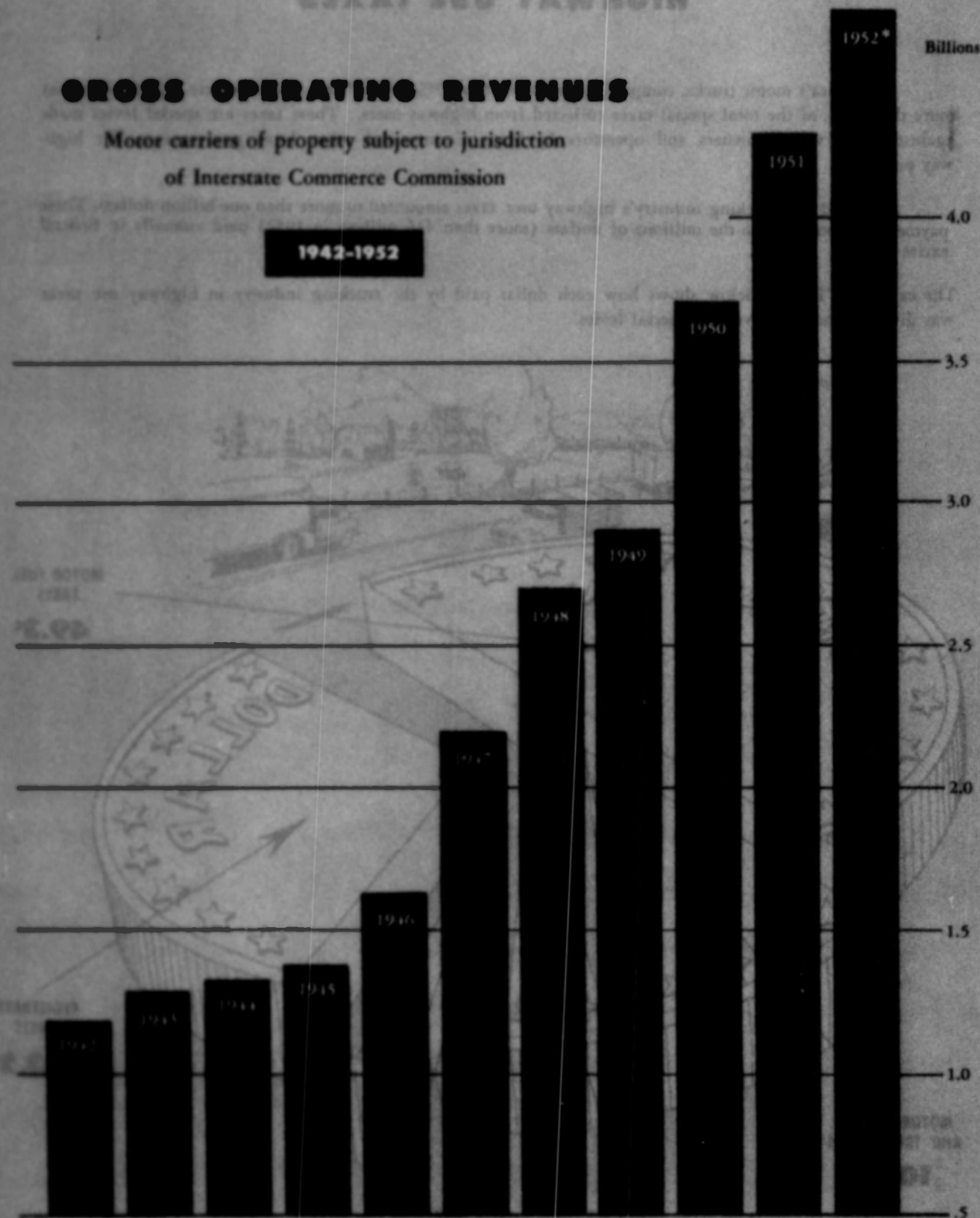
Source: Automobile Manufacturers' Association
"Motor Truck Facts"

STATISTICAL YEARBOOK

GROSS OPERATING REVENUES

Motor carriers of property subject to jurisdiction
of Interstate Commerce Commission

1942-1952



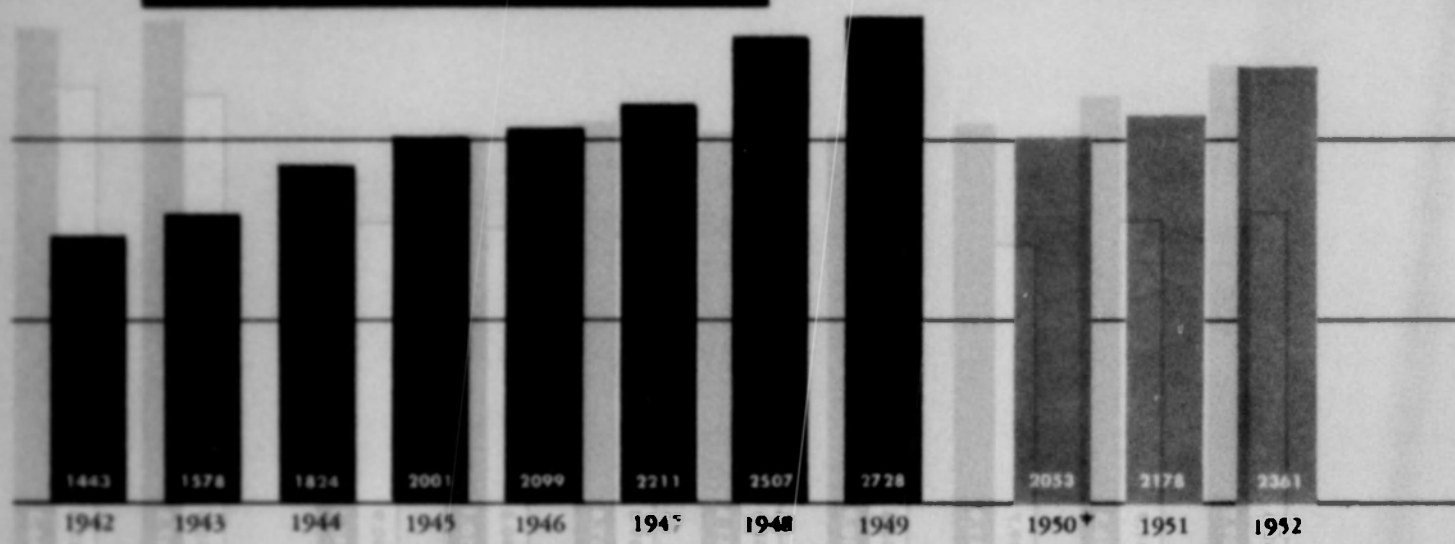
Source: Interstate Commerce Commission, Bureau of Transport
Economics and Statistics.

Data cover operations of Class I, Class II, and Class III
Motor Carriers of Property.

* Preliminary

NUMBER OF CLASS I CARRIERS

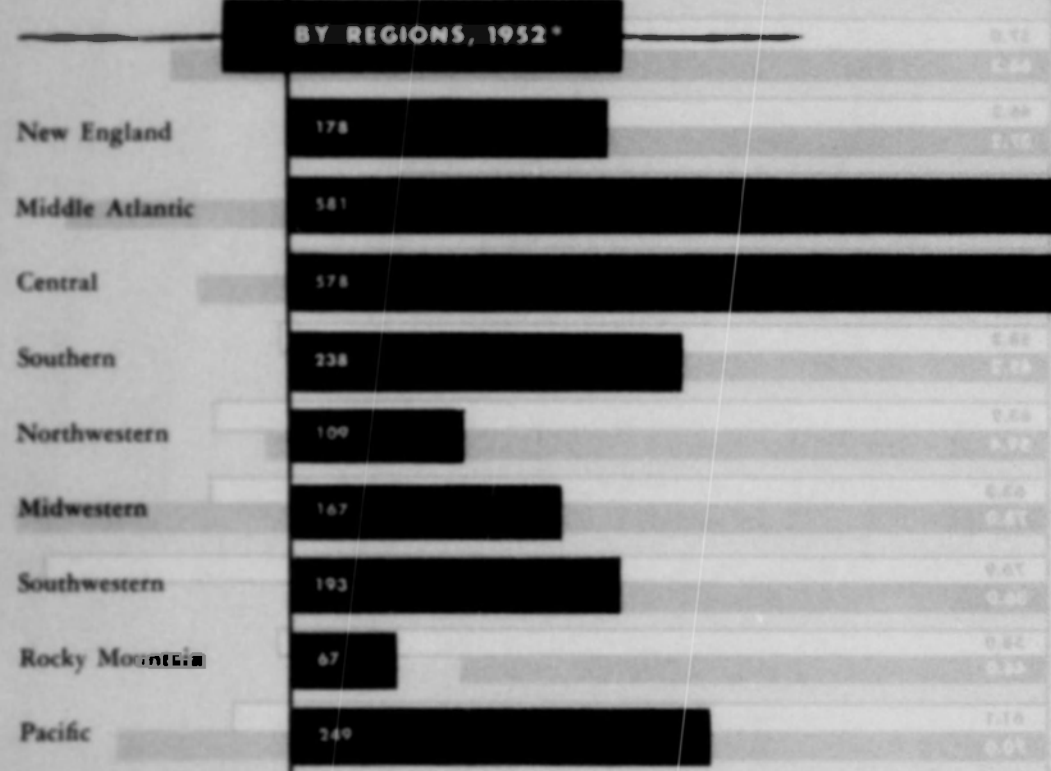
CLASS I CARRIERS: OF PROPERTY
BY YEARS, 1942-1952



* Trend affected in 1950 by change in definition of Class I Carriers

Before 1950 Class I carriers were defined as those carriers having annual gross operating revenues of \$100,000 or more. This definition was changed in 1950 to those carriers having annual gross operating revenues of \$200,000 or more.

BY REGIONS, 1952*



Source: Interstate Commerce Commission, Annual Reports to Congress
& Official Record of Interstate Commerce Commission.

* In 1952 one Class I Carrier was domiciled in Canada.

page 11

POWER UNITS OWNED

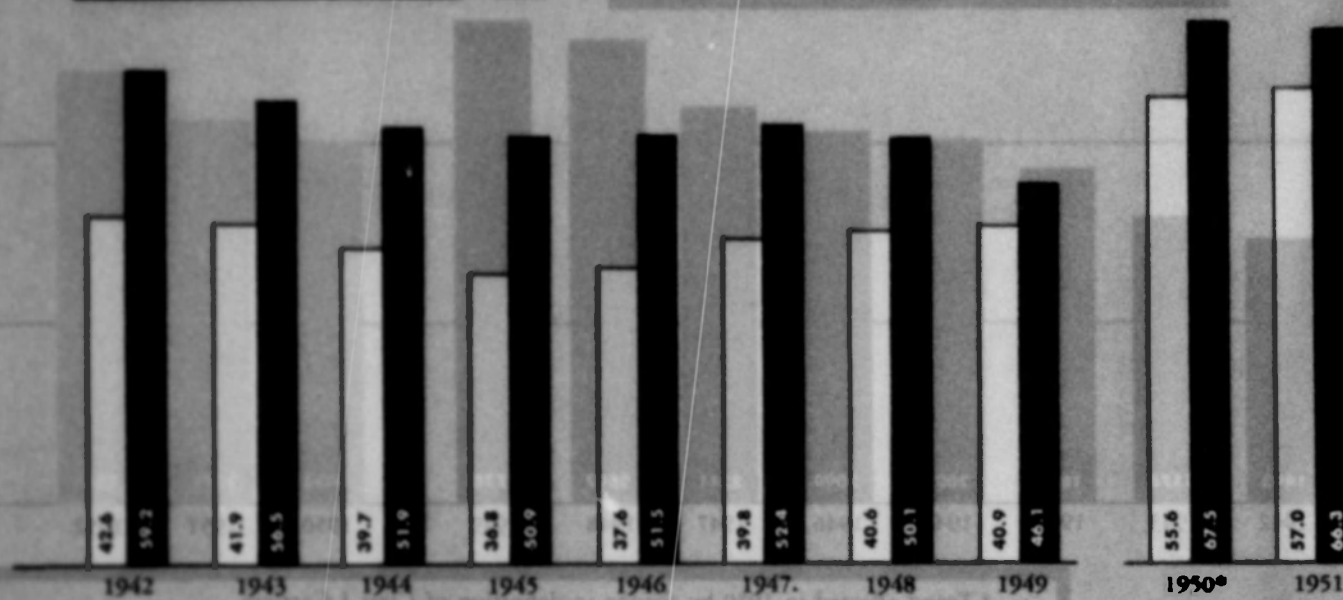
(Average Per Carrier
Trucks and Truck Tractors)
Class I Motor Carriers of Property



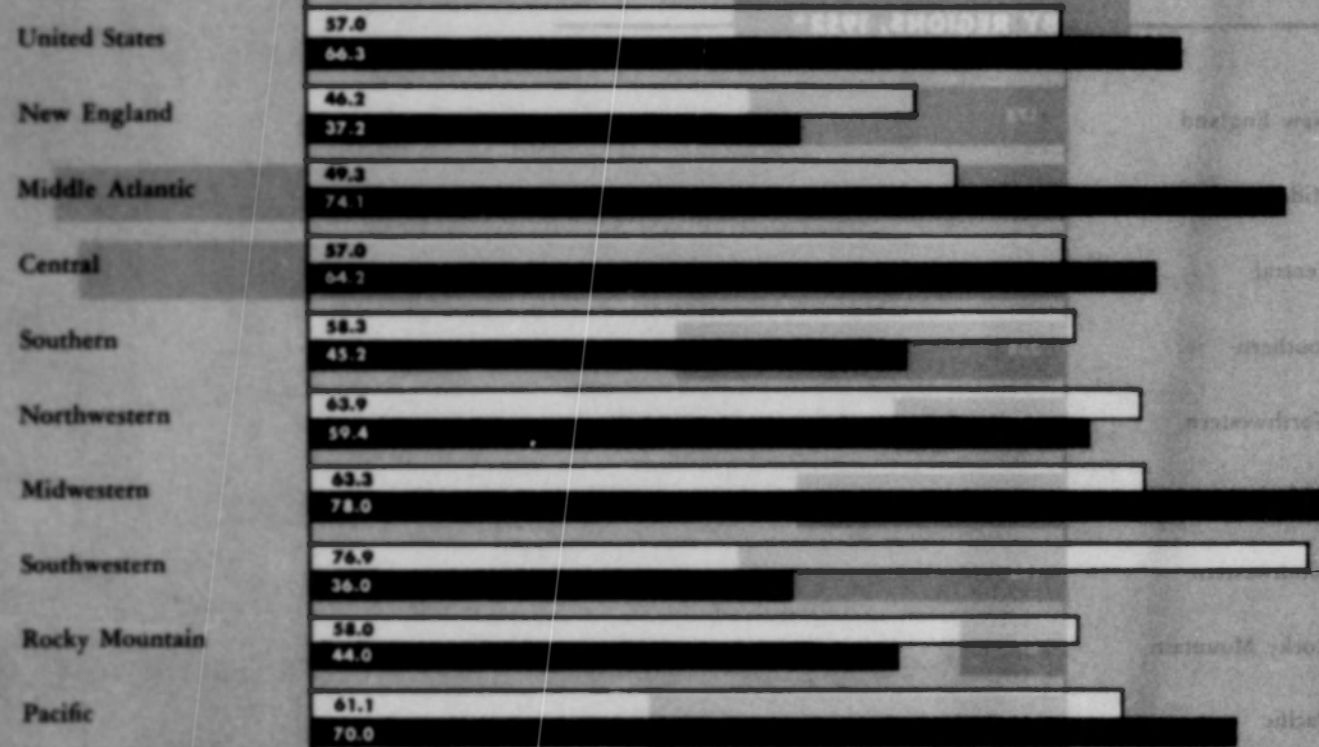
BY YEARS, 1942-1951

Interstate Carriers

Local Carriers



BY REGIONS, 1951



page 12

Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

*Trend affected in 1950 by change in definition of Class I Carriers

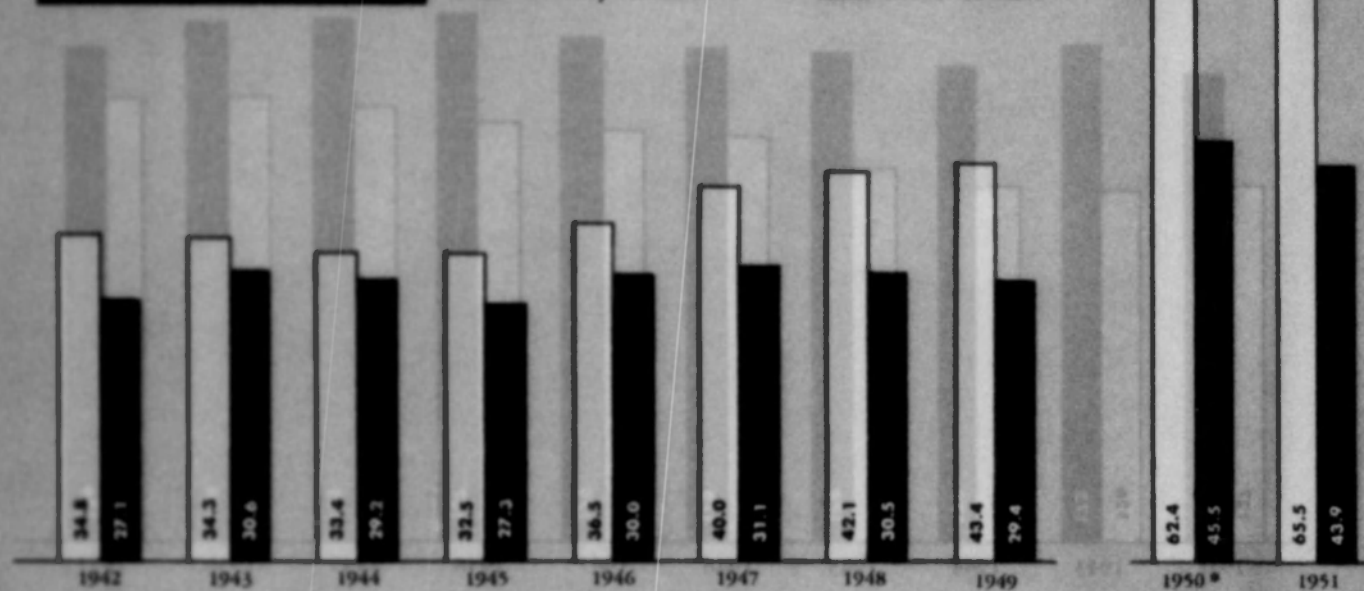
TRUCK TRAILERS OWNED

(Average Per Carrier
Pull and Semi-Trailers)
Class I Motor Carriers of Property

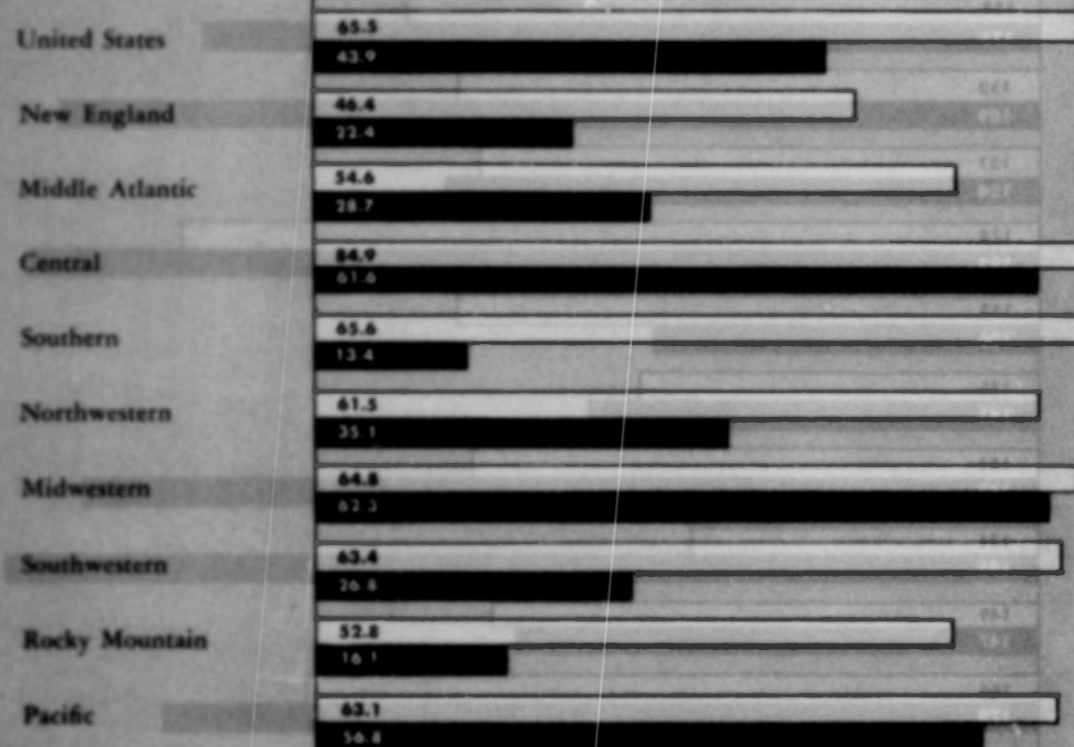


BY YEARS, 1942-1951

Intercity Carriers Local Carriers



BY REGIONS, 1951



Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

*Trend affected in 1950 by change in definition of Class I Carriers

AVERAGE NUMBER OF SEMI-TRAILERS per 100 TRACTORS

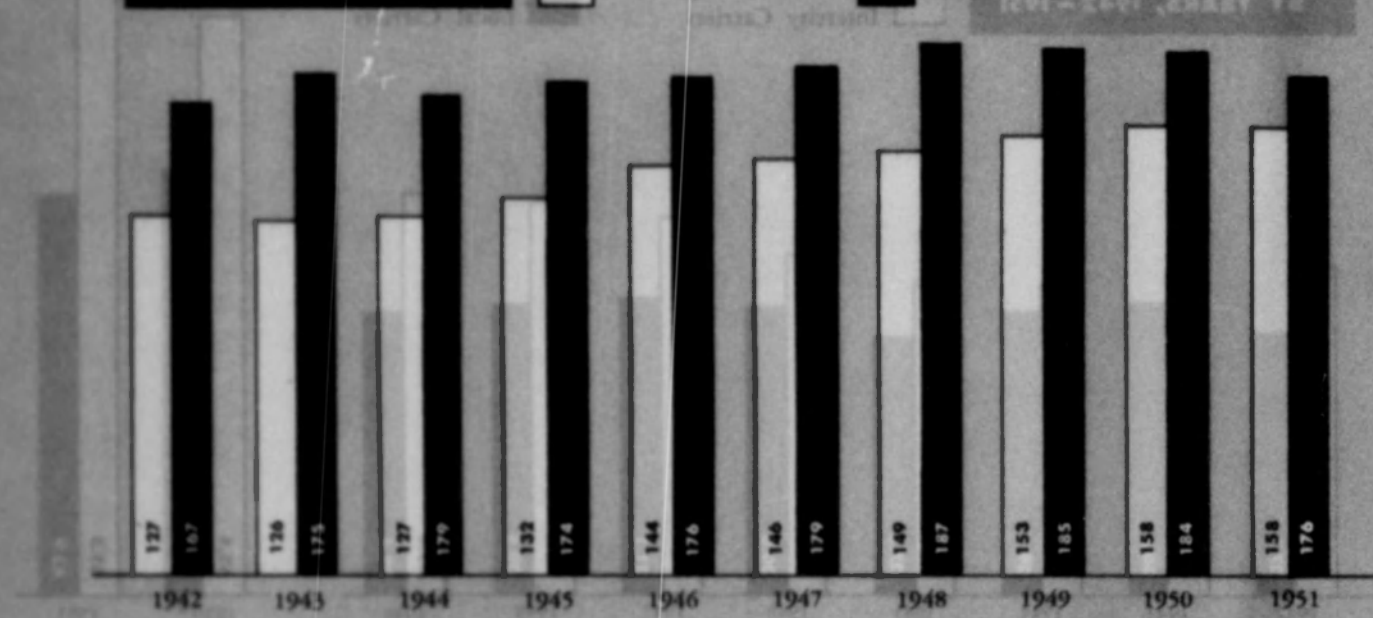
All Class I Motor Carriers of Property



BY YEARS, 1942-1951

Intercity Carriers

Local Carriers



BY REGIONS, 1951

United States

New England

Middle Atlantic

Central

Southern

Northwestern

Midwestern

Southwestern

Rocky Mountain

Pacific

158

176

153

189

151

154

178

193

153

106

136

141

151

157

131

195

149

147

166

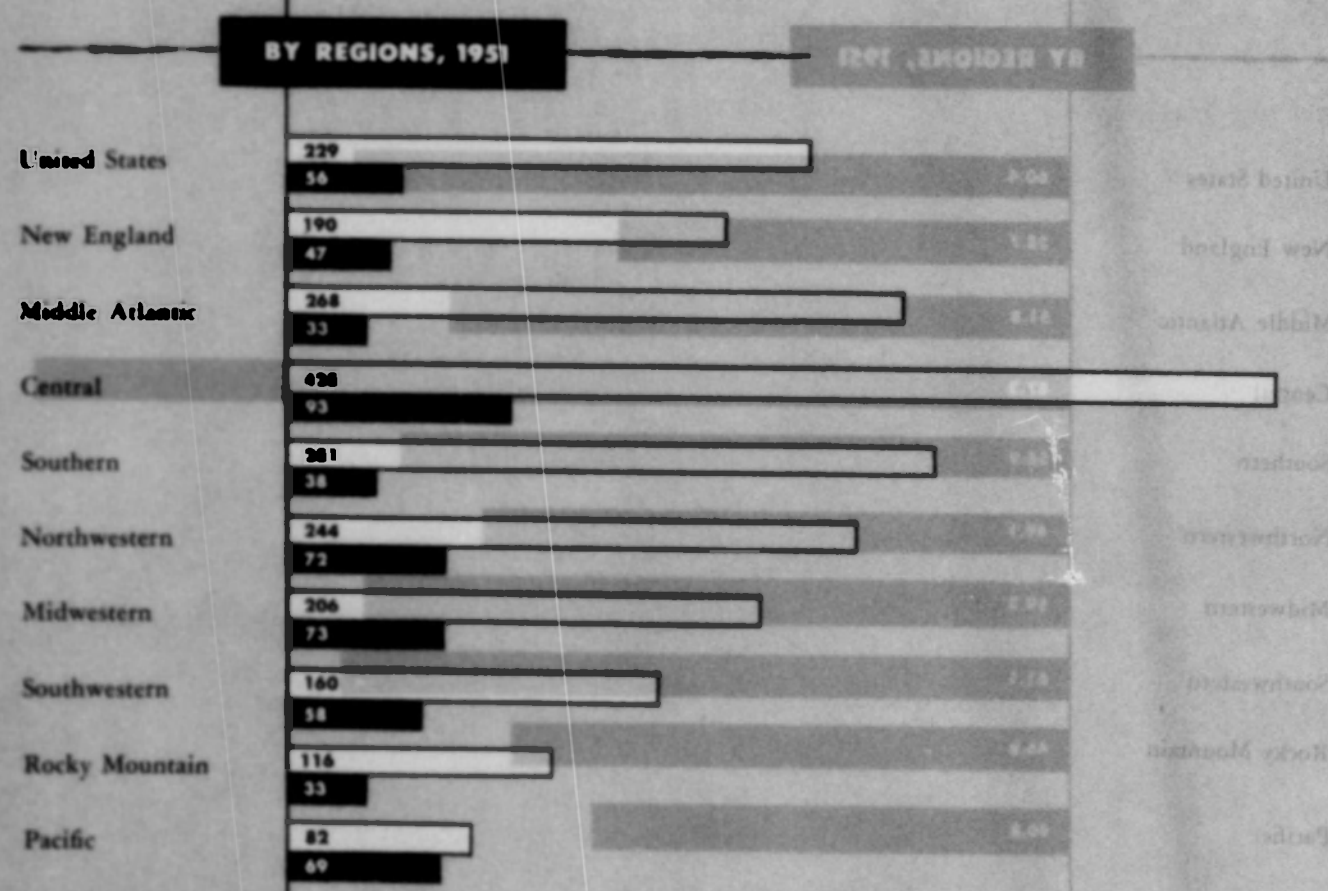
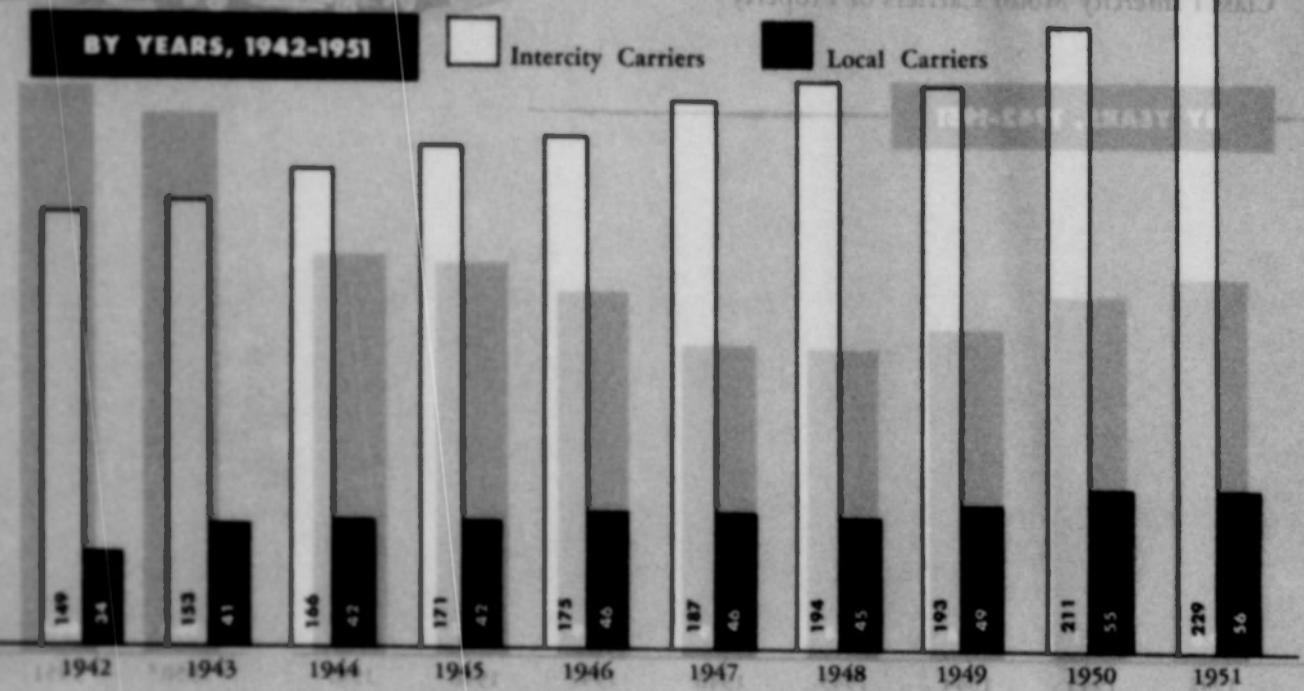
179

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Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

AVERAGE NUMBER OF TRACTORS per 100 STRAIGHT TRUCKS

Class I Motor Carriers of Property



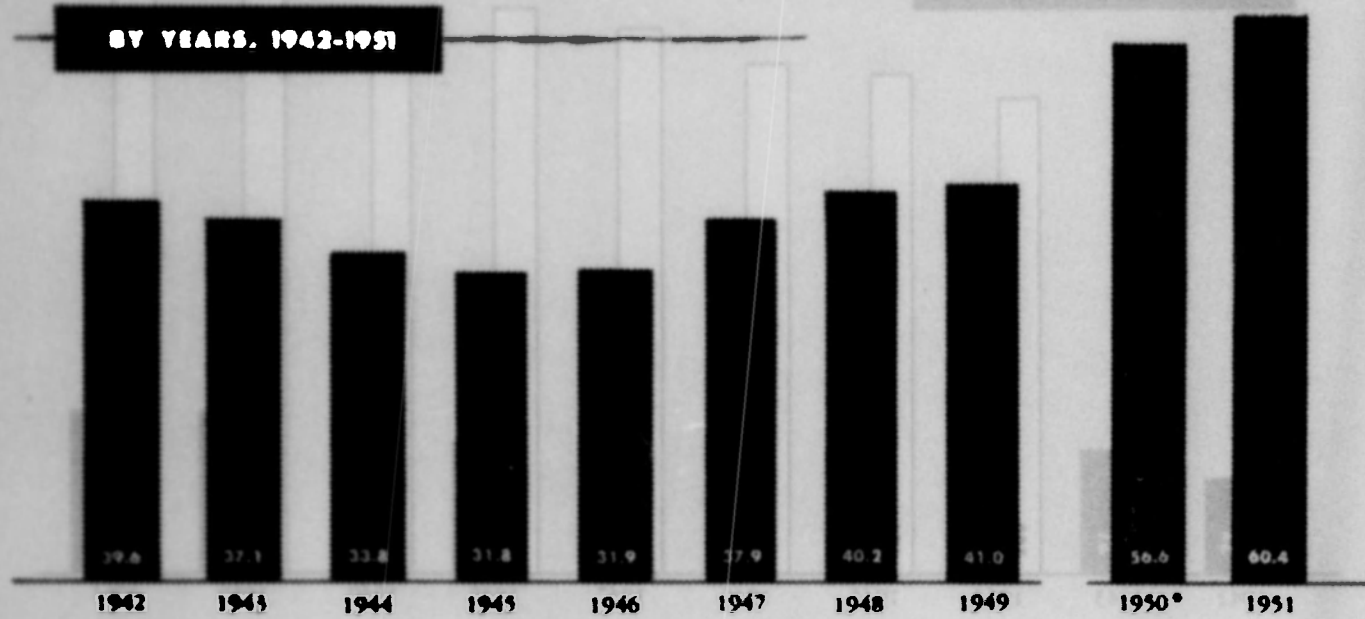
Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

POWER UNITS IN INTERCITY SERVICE

Average Per Carrier
(Includes owned and leased vehicles)
Class I Intercity Motor Carriers of Property



BY YEARS, 1942-1951



BY REGIONS, 1951



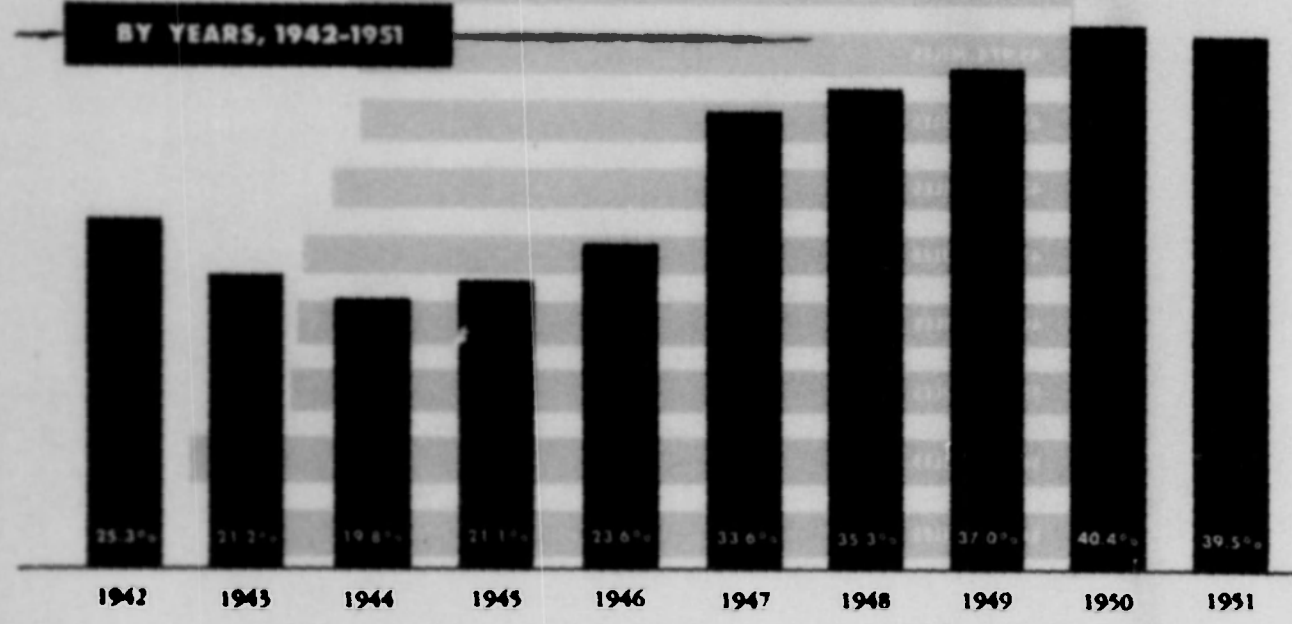
LEASED EQUIPMENT

Showing the percentage relationship of leased equipment to the total number of vehicles in interstate operations.

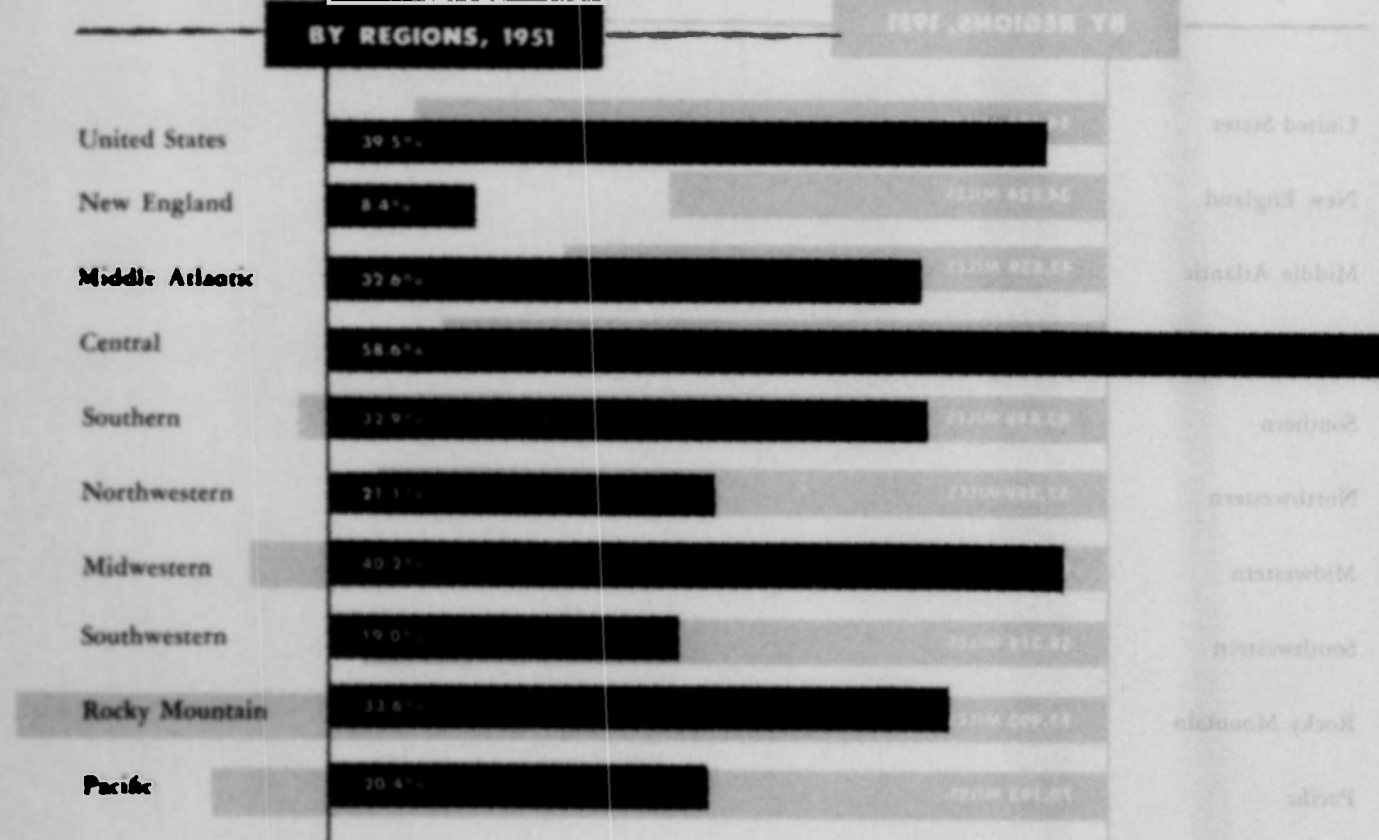
Class I Interstate Motor Carriers of Property



BY YEARS, 1942-1951



BY REGIONS, 1951



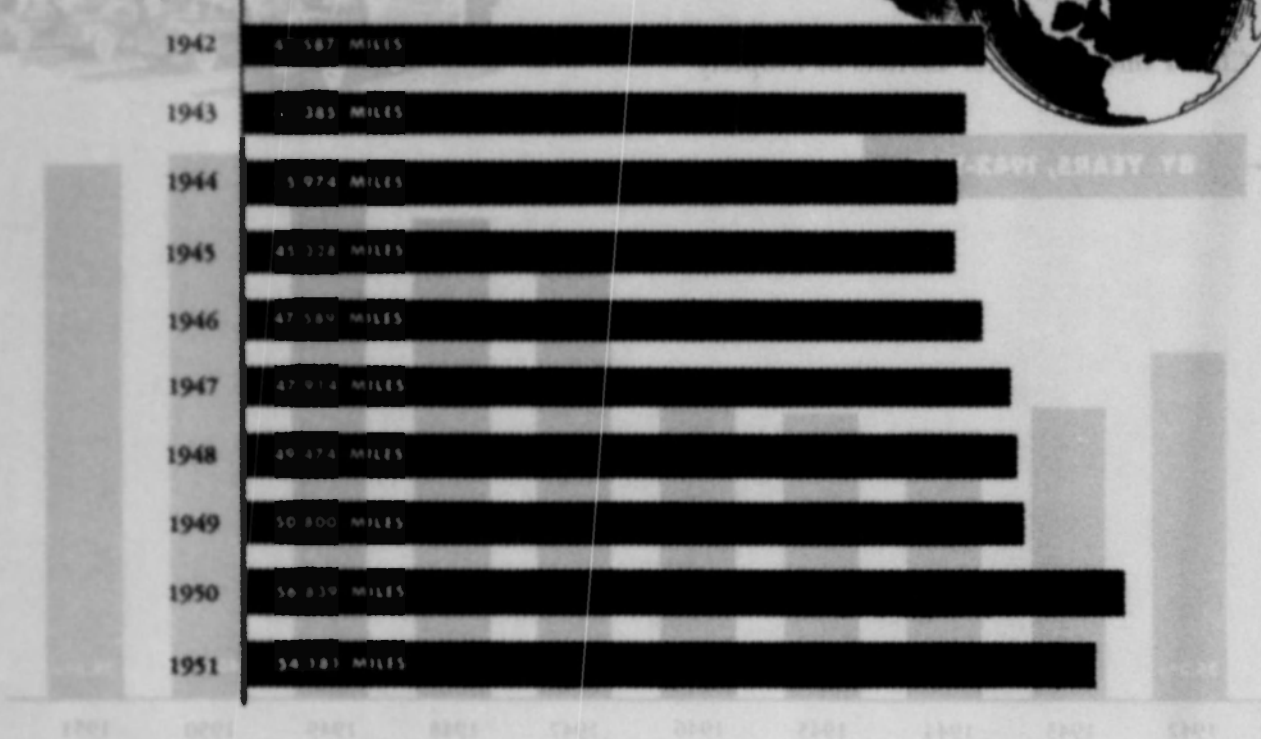
Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

page 17

ANNUAL MILEAGE per POWER UNIT

Class 1 Interstate Motor Carriers of Property

by years, 1942-1951



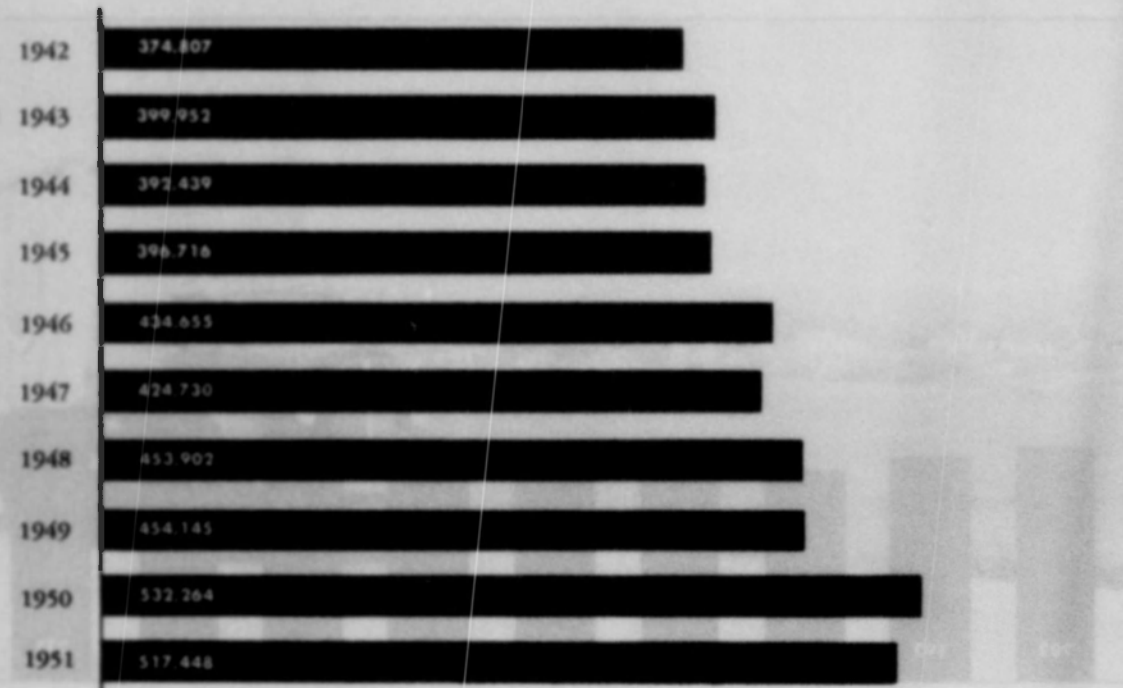
BY REGIONS, 1951





AVERAGE TON-MILES per POWER UNIT

Class I Common Carriers of General Freight
by years, 1942-1951



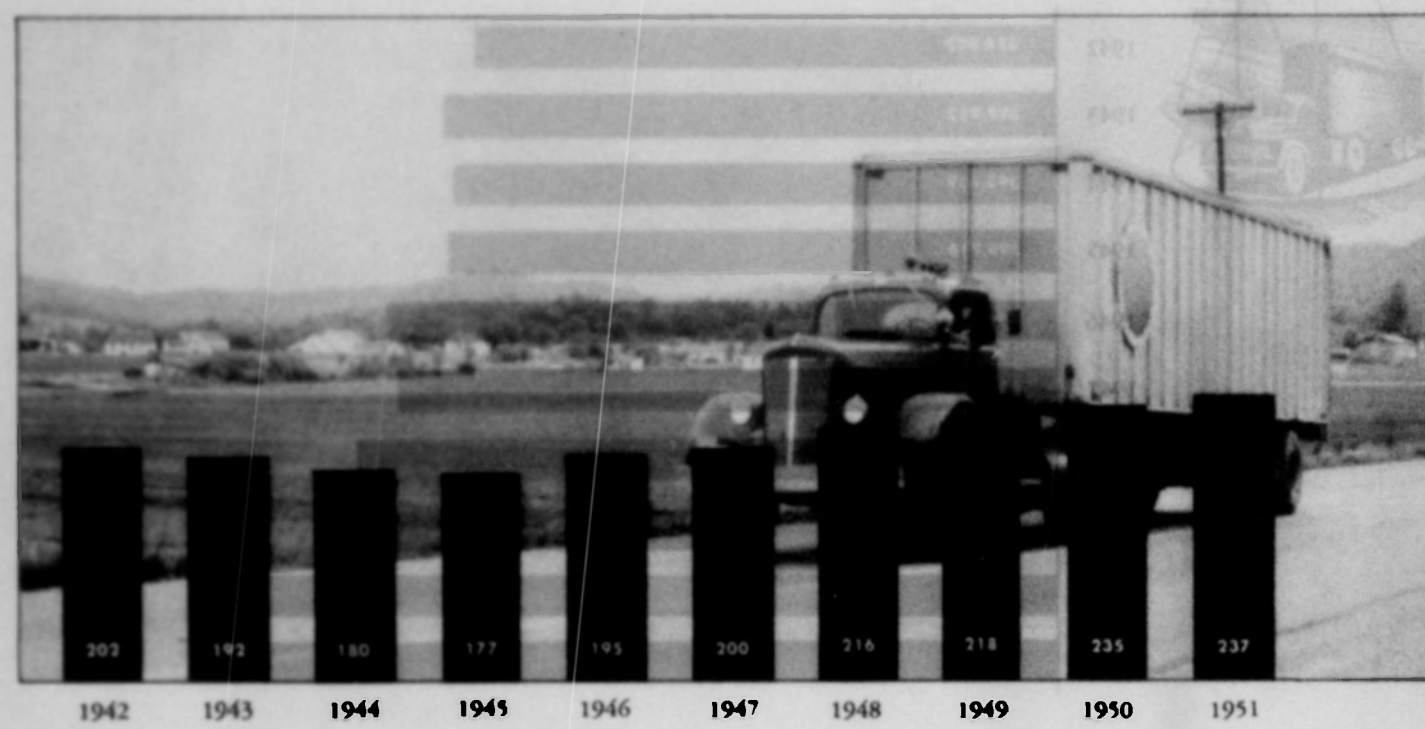
BY REGIONS, 1951



Source: Based on latest available statistics from official reports of
Class I Motor Carriers to the Interstate Commerce Commission

AVERAGE HAUL IN MILES

Class I Intercity Common Carriers
by years, 1942-1951



BY REGIONS, 1951

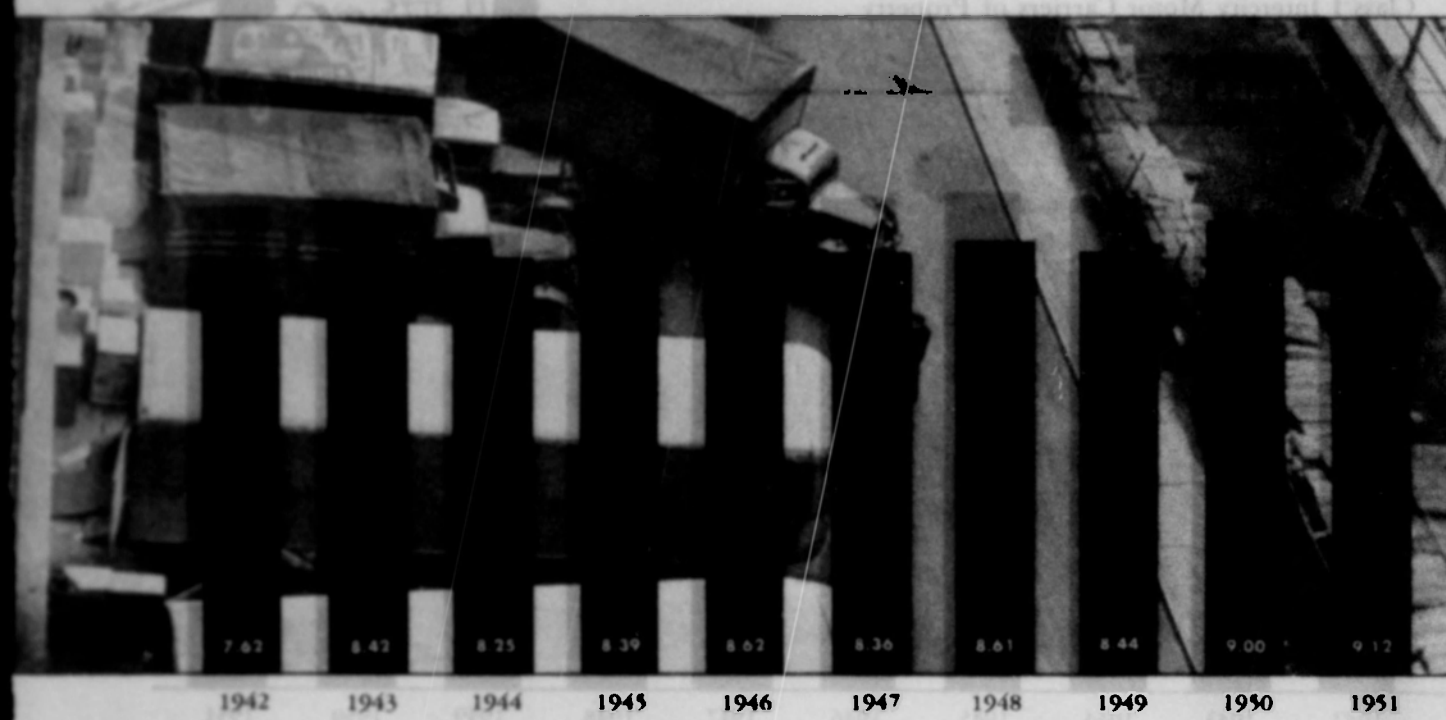


page 20

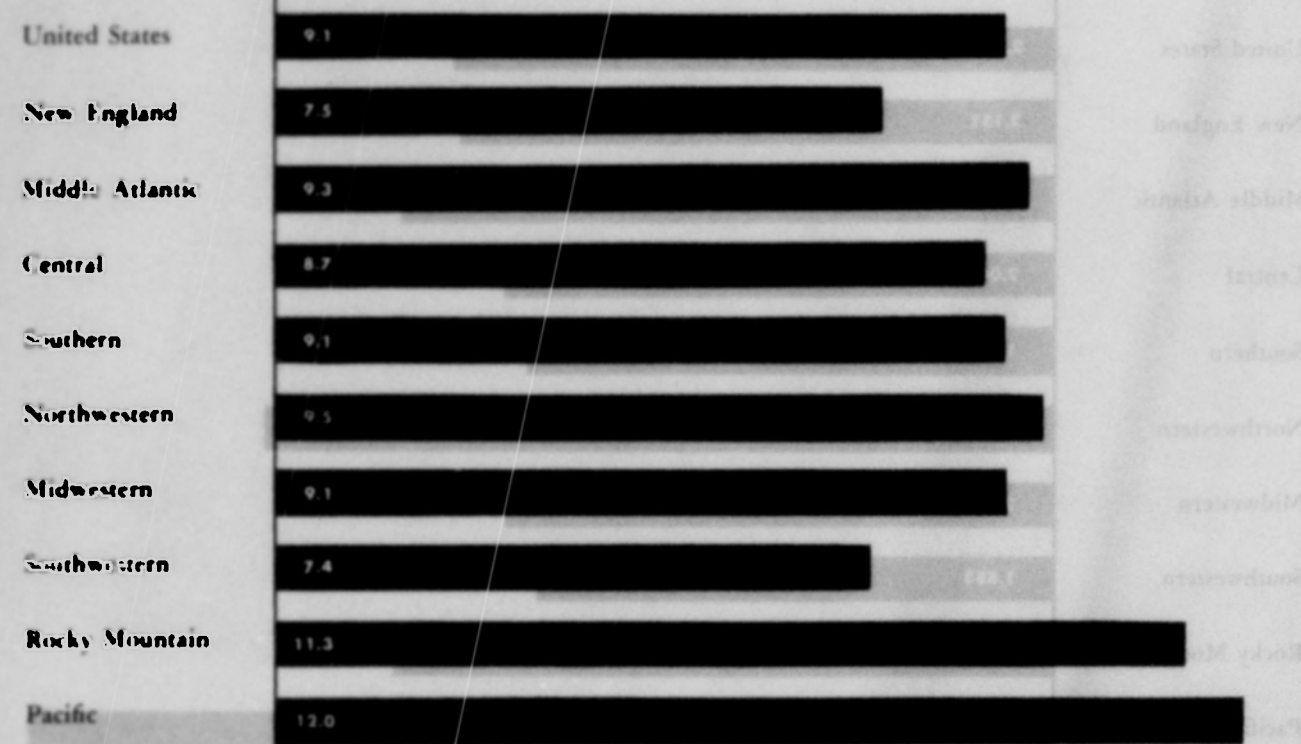
Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

AVERAGE LOAD IN TONS

Class I Intercity Common Carriers
by years, 1942-1951



BY REGIONS, 1951



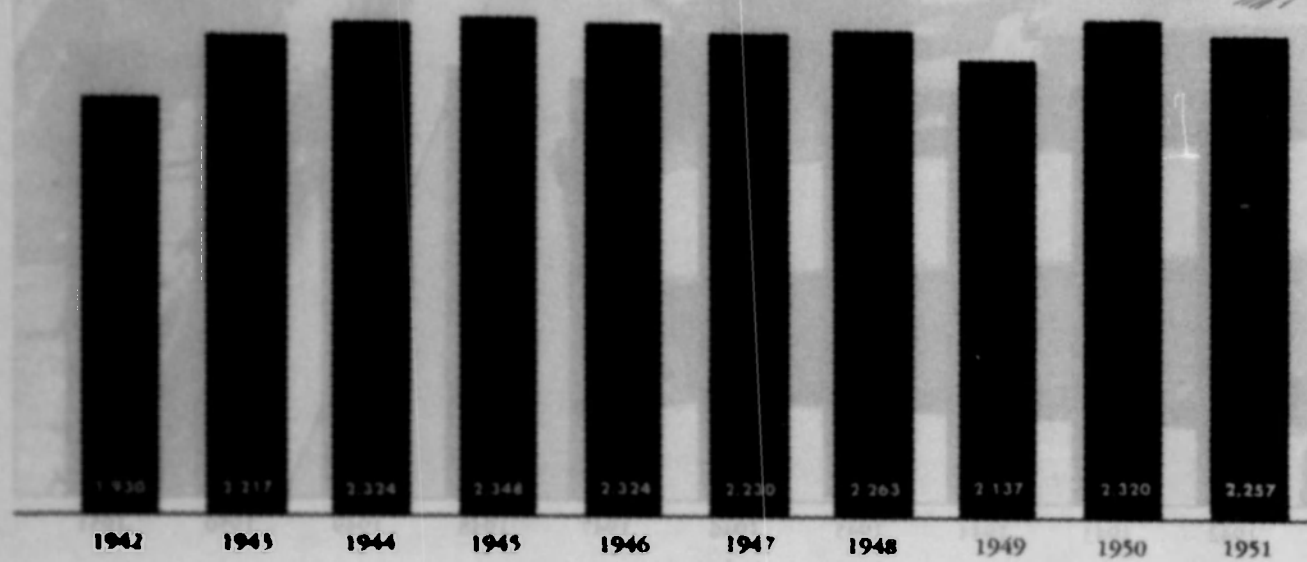
Source: Based on latest available statistics from official reports of
Class I Motor Carriers to the Interstate Commerce Commission

page 21

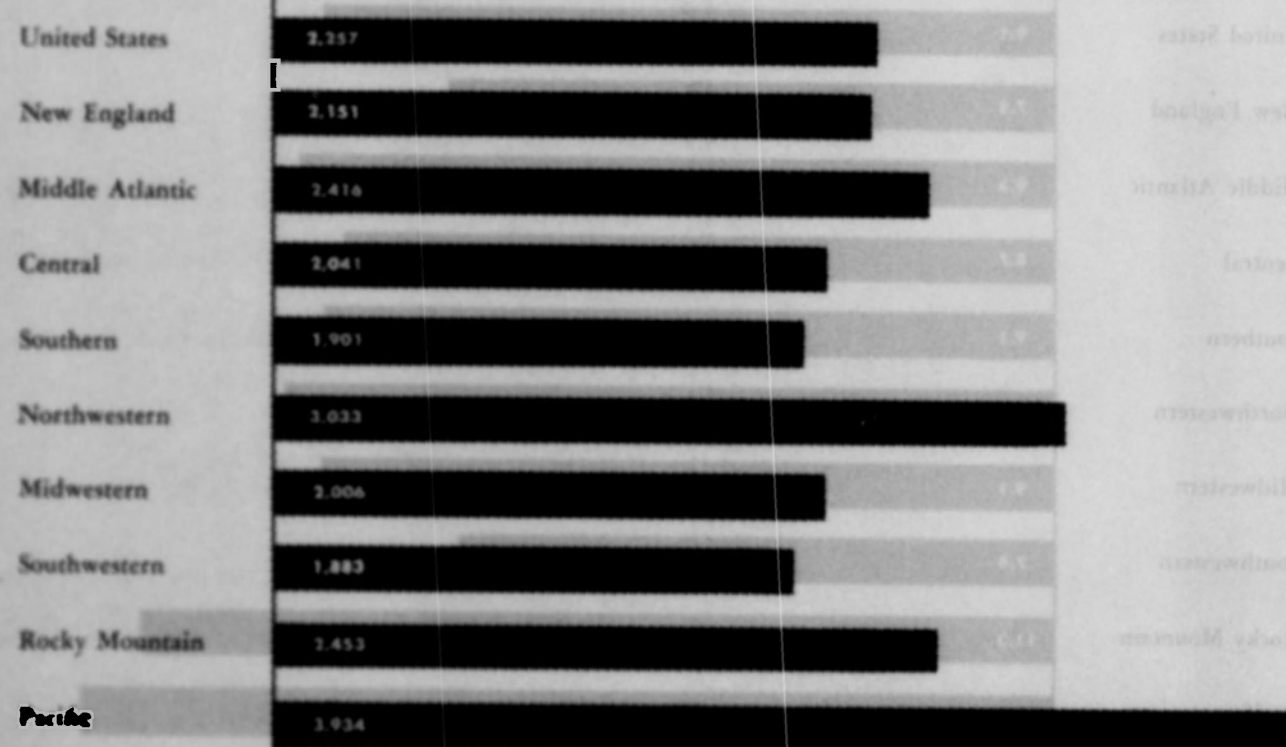
AVERAGE TONNAGE PER VEHICLE IN INTERCITY SERVICE

Class I Intercity Motor Carriers of Property

BY YEARS, 1942 - 1951



BY REGIONS, 1951



page 22

Source: Based on latest available statistics from official reports of
Class I Motor Carriers to the Interstate Commerce Commission

AVERAGE REVENUE PER CARRIER

Class I Motor Carriers of Property — In Dollars



BY YEARS, 1943-1952

1943	518,945	809,312	1943
1944	493,470	766,872	1944
1945	481,674	732,414	1945
1946	535,524	756,178	1946
1947	686,774	809,772	1947
1948	800,119	941,938	1948
1949	875,796	981,822	1949
1950*	1,313,460	804,826	1950
1951	1,421,585		
1952	1,546,302		

BY REGIONS, 1952

United States	1,546,302		
New England	911,019	910,720	
Middle Atlantic	1,173,757	874,277	
Central	1,998,881		
Southern	1,756,975		
Northwestern	1,392,096		
Midwestern	1,669,725		
Southwestern	1,458,620		
Rocky Mountain	2,005,375		
Pacific	1,318,439		

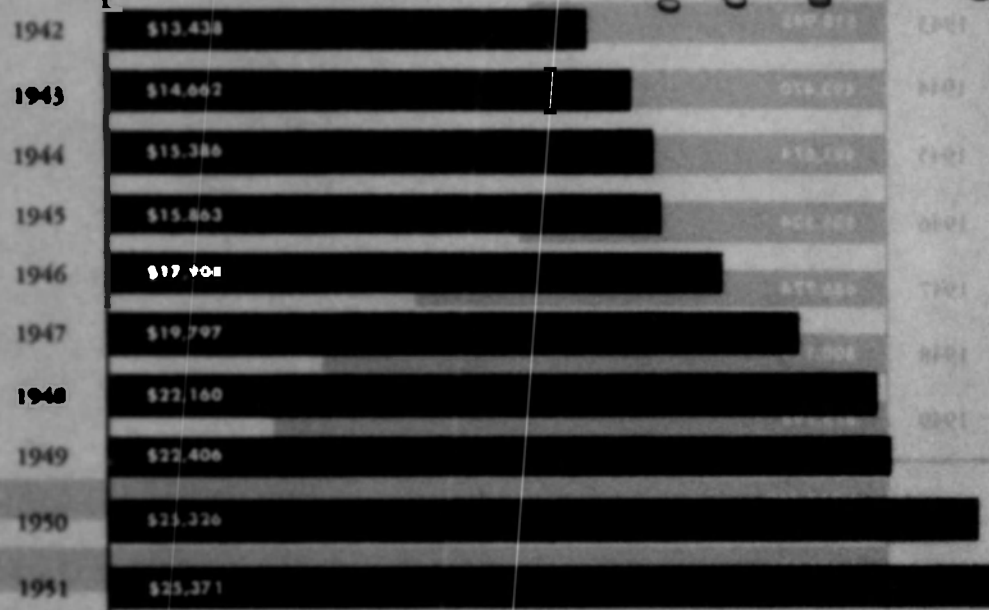
Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

*Trend affected in 1950 by change in definition of Class I Carriers

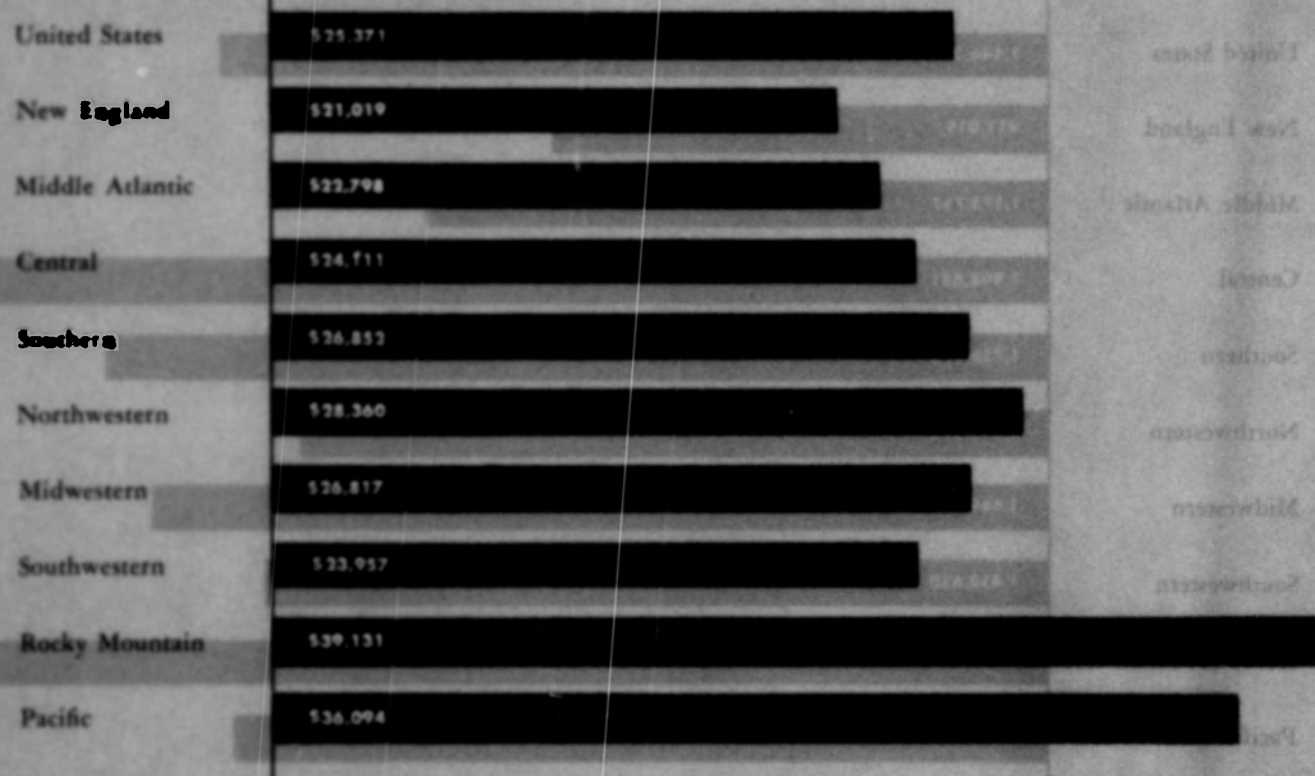
AVERAGE REVENUE per POWER UNIT

Class I Intercity Motor Carriers of Property

BY YEARS, 1942-1951



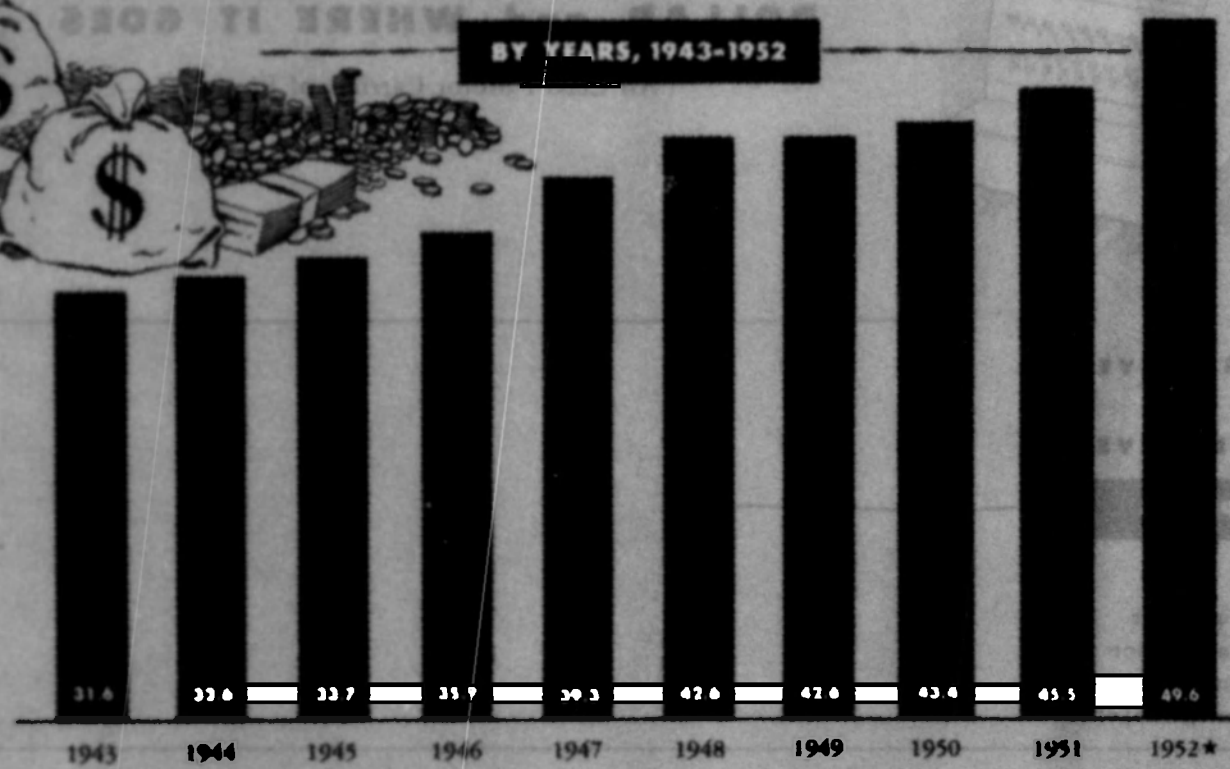
BY REGIONS, 1951



REVENUE per INTERCITY VEHICLE-MILE

Class I Intercity Motor Carriers of Property — In Cents

BY YEARS, 1943-1952



BY REGIONS, 1952



Sources: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

* Preliminary

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THE MOTOR CARRIER REVENUE DOLLAR and WHERE IT GOES

All Class I Motor Carriers of Property

	1944	1945	1946	1947	1948	1949	1950	1951	1952
GROSS REVENUE	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
NET REVENUE	2.8	8.8	3.9	5.1	6.5	5.1	6.8	4.7	4.3
EXPENSES									
Equipment Maintenance and Garage Expense	16.0	16.8	14.8	12.4	12.1	11.2	10.9	11.5	11.4
Transportation Expense	28.0	28.9	28.1	35.7 ^a	45.6 ^a	47.4	47.4	47.1	48.9
Terminal Expense	17.5	17.7	18.6	19.9	10.2 ^a	10.1	10.4	10.7	11.6
Traffic Expense	2.4	2.3	2.3	2.2	2.2	2.4	2.3	2.4	2.5
Insurance and Safety Expense	5.4	5.5	5.4	5.5	5.7	5.7	5.1	5.1	5.2
Administrative and General Expense	9.3	9.3	8.6	7.8	7.2	7.2	6.5	6.8	7.0
Depreciation Expense	3.6	3.7	3.5	3.8	3.8	4.1	3.8	4.1	3.9
Operating Taxes and Licenses	6.5	6.5	6.0	5.3	4.5	4.5	4.5	4.6	4.9
Operating Rents - Net	8.5	8.5	8.8	2.3 ^a	2.2	2.3	2.3	3.0	0.3

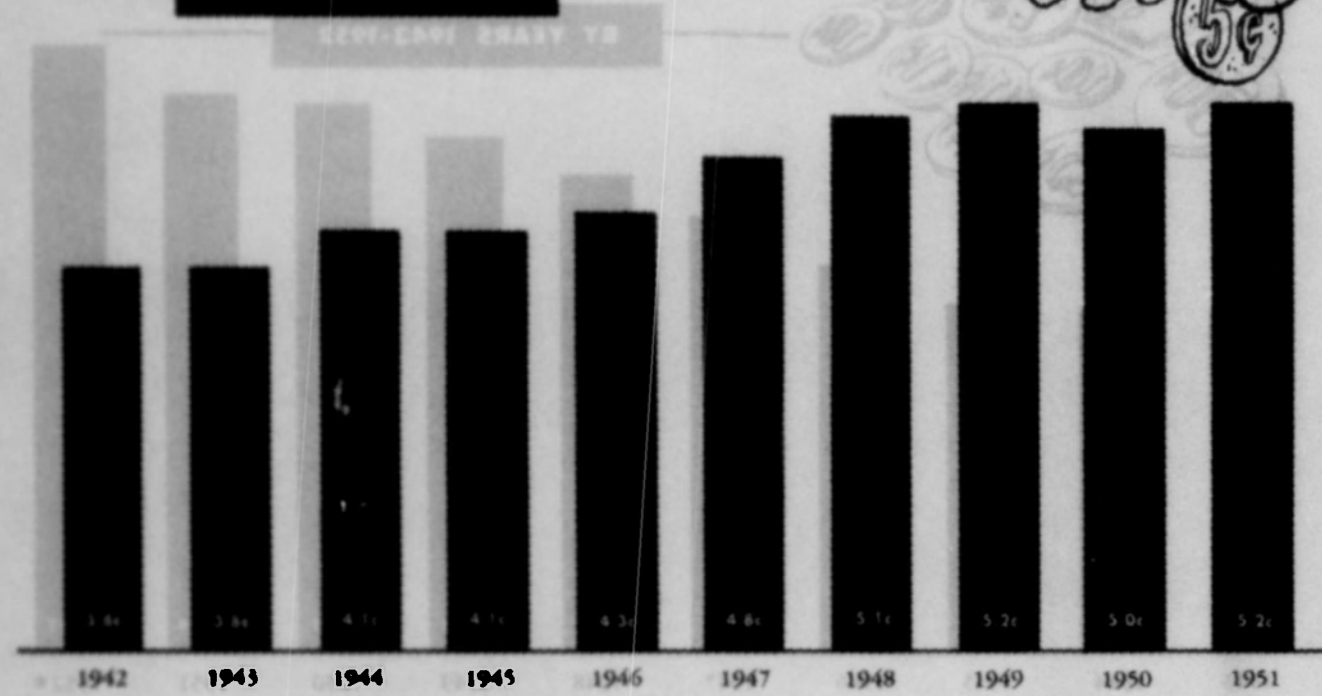
Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

^aBy changes in the I.C.C. Classification of Accounts in 1947, items formerly reported in Operating rents net were shifted to Transportation Expense and in 1948 pickup and delivery expenses were shifted from Terminal to Transportation Expense.

AVERAGE REVENUE per INTERCITY TON-MILE

Class I Common Carriers of General Freight

BY YEARS, 1942-1951



BY REGIONS, 1951



Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

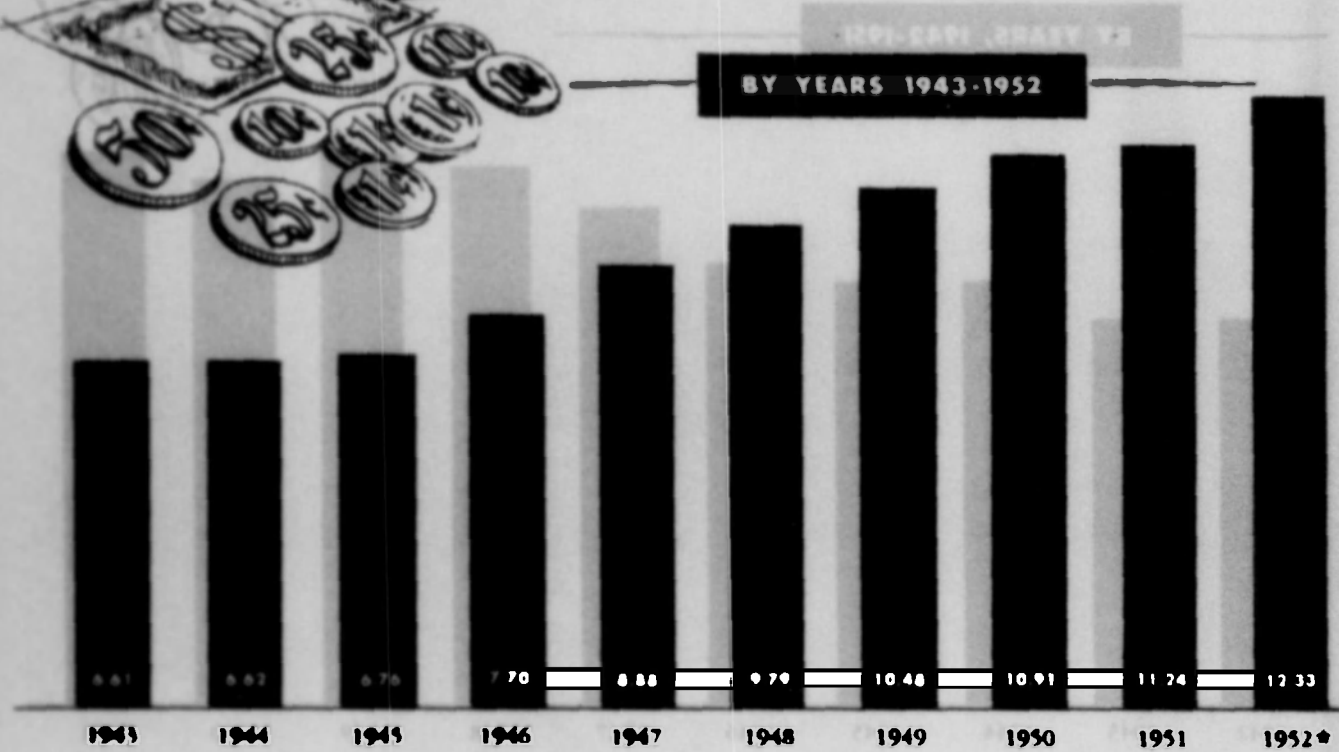
page 27



AVERAGE REVENUE PER INTERCITY TON

Class I Intercity Motor Carriers of Property

BY YEARS 1943-1952



BY REGIONS, 1952



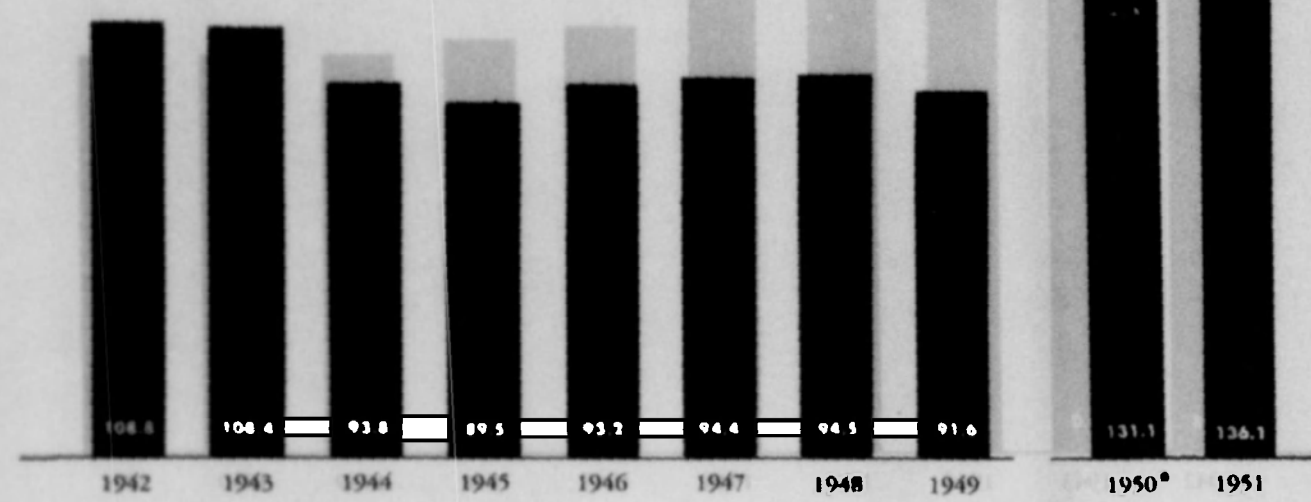
page 28

Source: Based on latest available statistics from official reports of
Class I Motor Carriers to the Interstate Commerce Commission
* Preliminary

AVERAGE EMPLOYEES per CARRIER

Class I Motor Carriers of Property

BY YEARS 1942-1951



BY REGIONS, 1951



Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

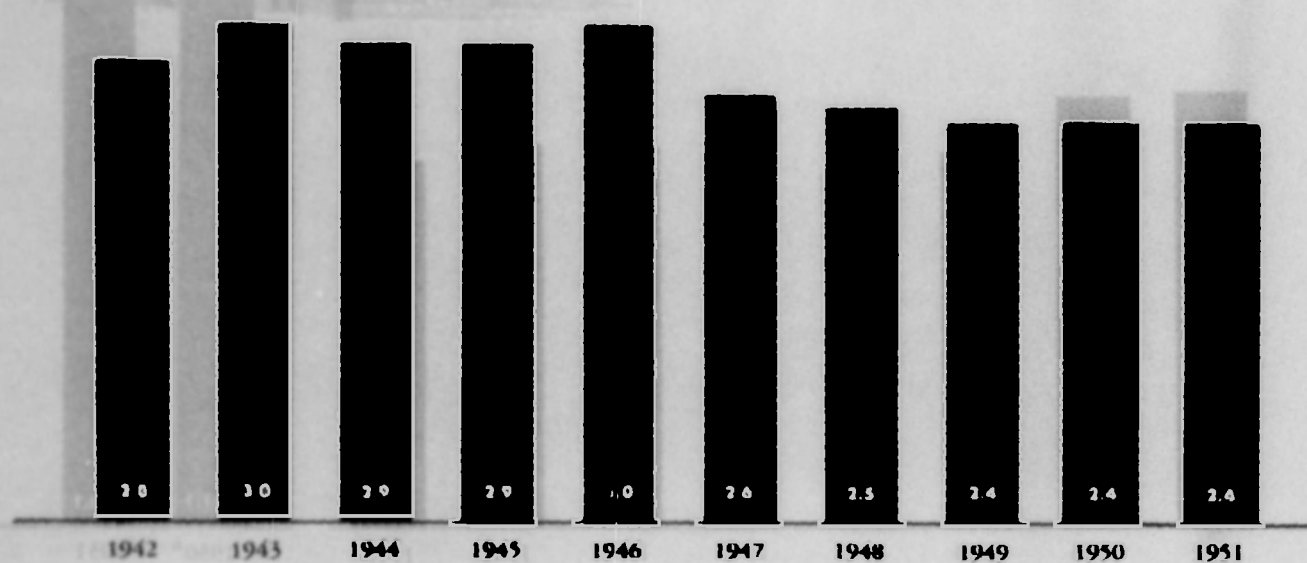
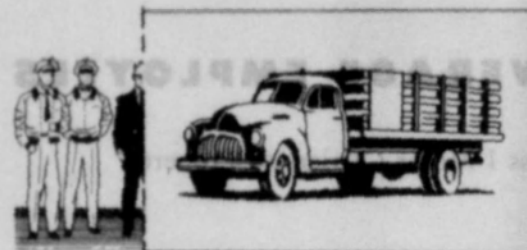
*Trend affected in 1950 by change in definition of Class I Carriers

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AVERAGE EMPLOYEES per POWER UNIT

Class I Intercity Motor Carriers of Property

BY YEARS, 1942 - 1951

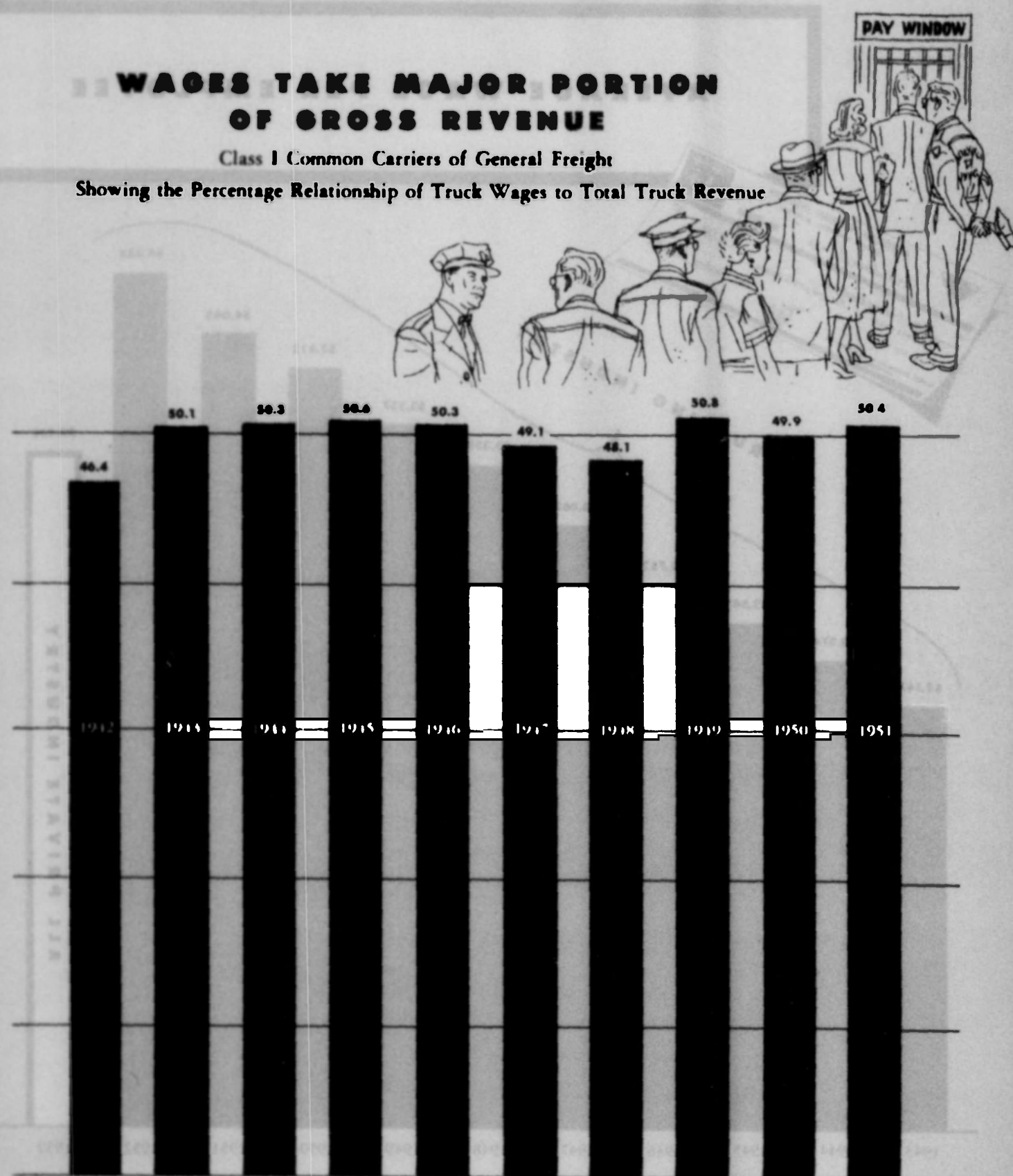


BY REGIONS, 1951

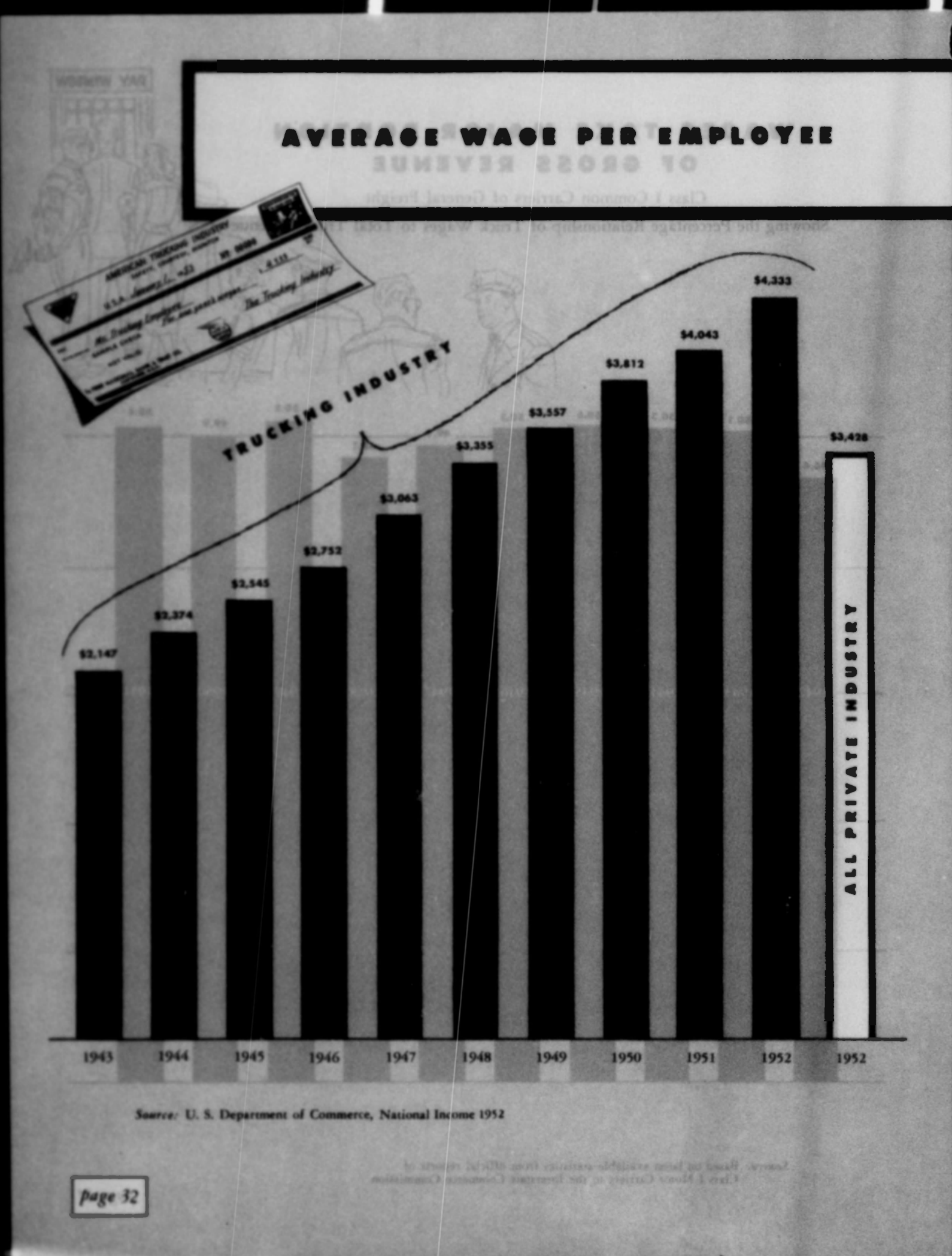


WAGES TAKE MAJOR PORTION OF GROSS REVENUE

Class I Common Carriers of General Freight
Showing the Percentage Relationship of Truck Wages to Total Truck Revenue



Source: Based on latest available statistics from official reports of
Class I Motor Carriers in the Interstate Commerce Commission

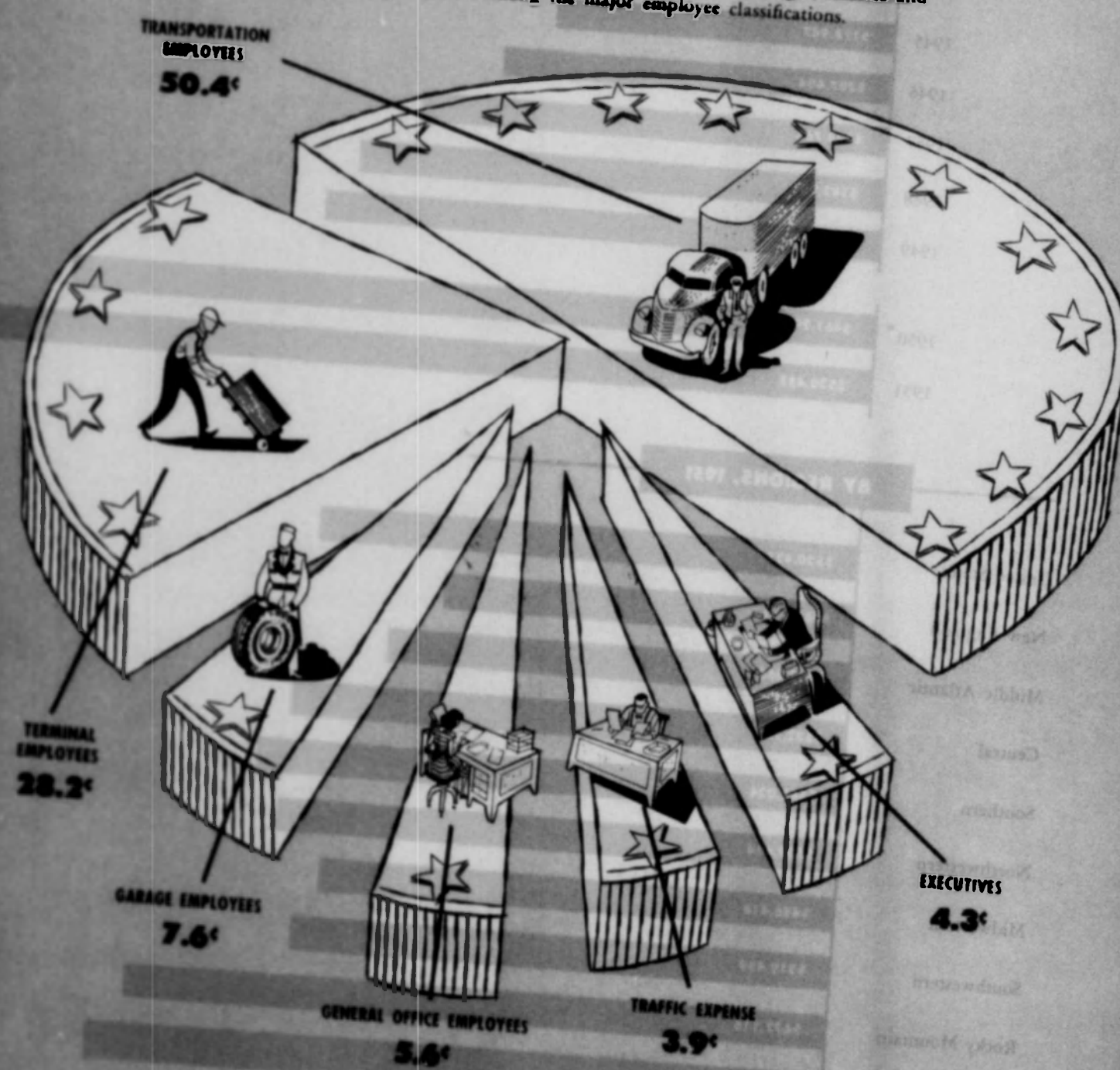


DISTRIBUTION OF THE MOTOR CARRIER WAGE DOLLAR BY TYPE OF EMPLOYEE

1951

Class I Common Carriers of General Freight

The exploded "Dollar" below shows how each dollar paid in wages, salaries and bonuses is distributed among the major employee classifications.

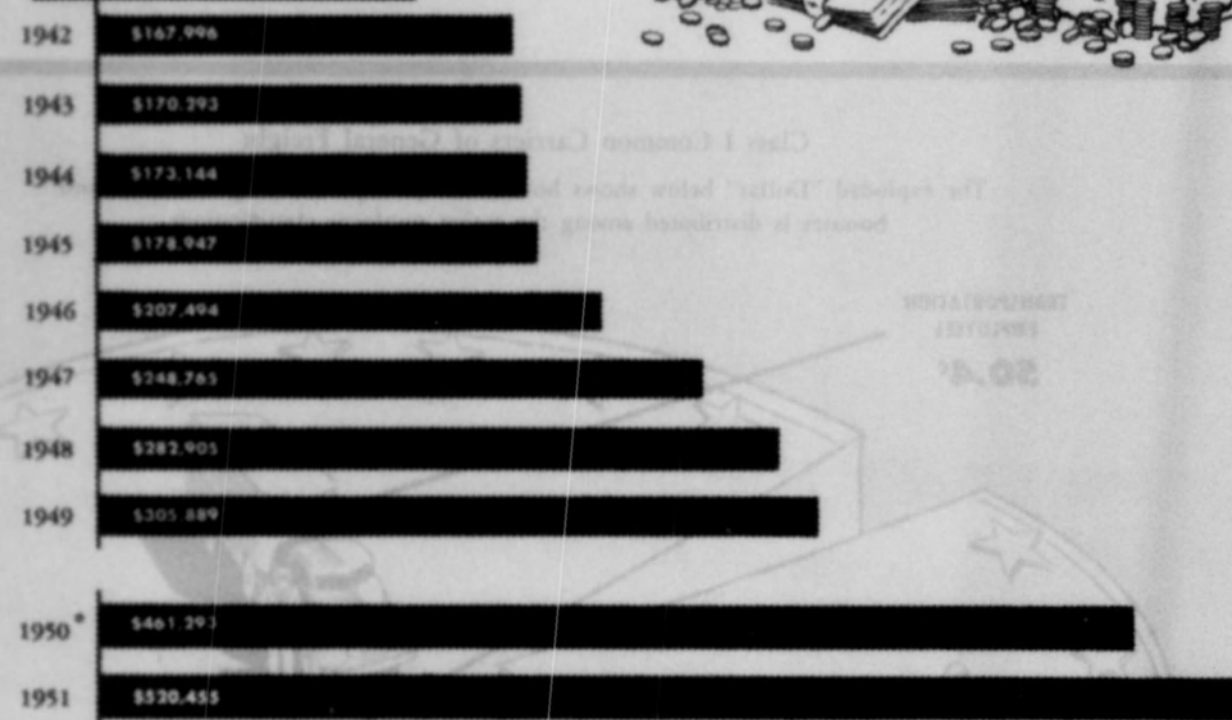


Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

INVESTMENT IN OPERATING PROPERTY

Average Per Carrier, Class I Intercity Motor Carriers of Property

BY YEARS, 1942-1951



BY REGIONS, 1951



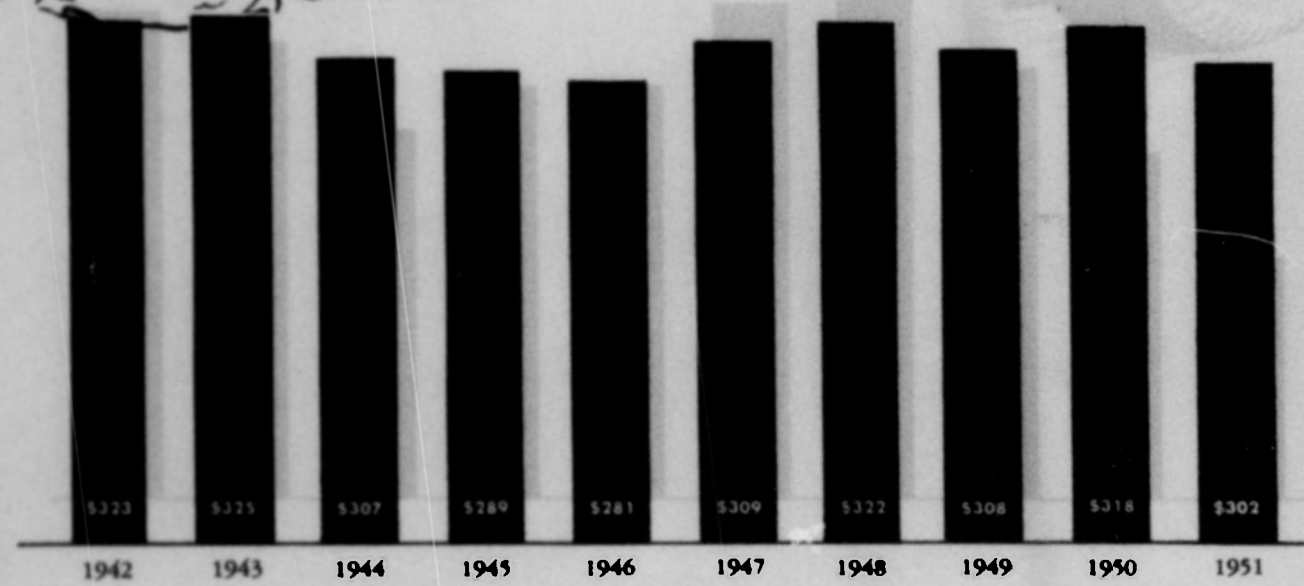


CAPITAL TURNOVER

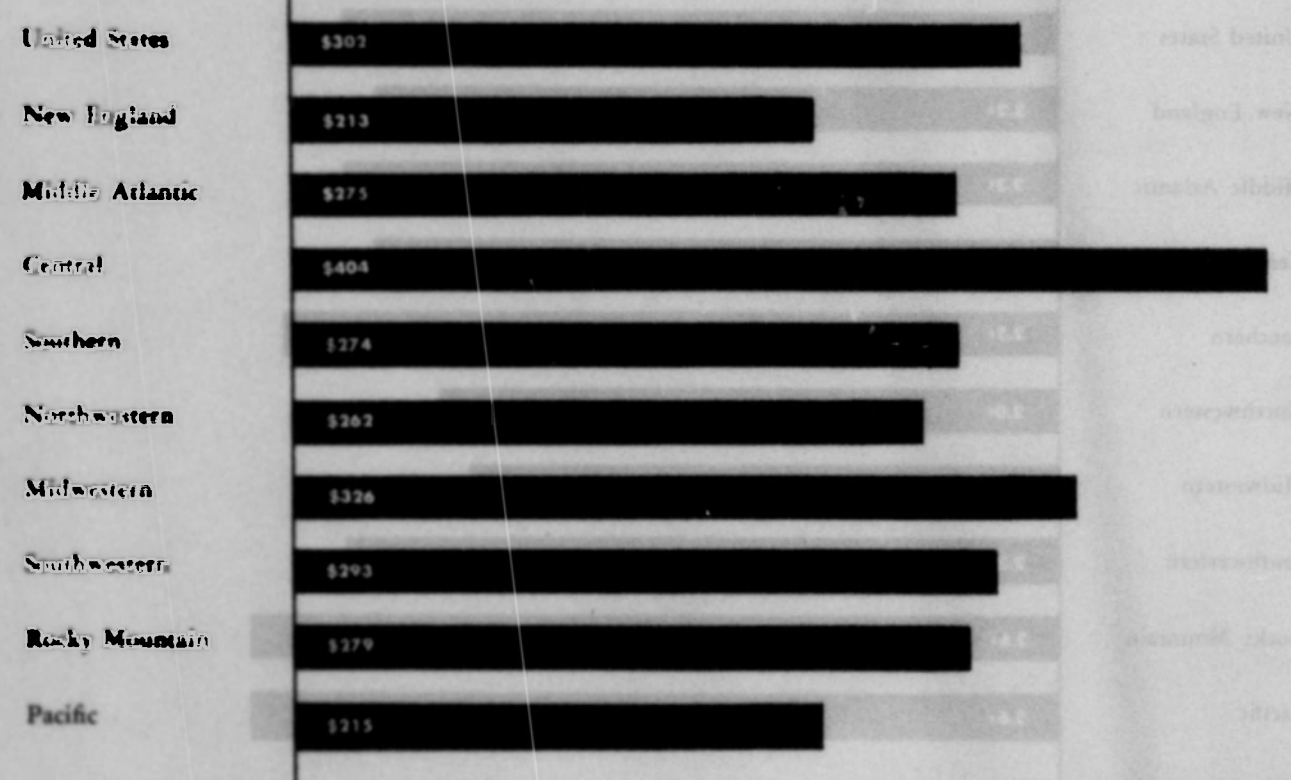
(Average Dollar Revenue Per \$100 Investment)

Class I Intercity Carriers of Property

BY YEARS, 1942-1951



BY REGIONS, 1951



Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

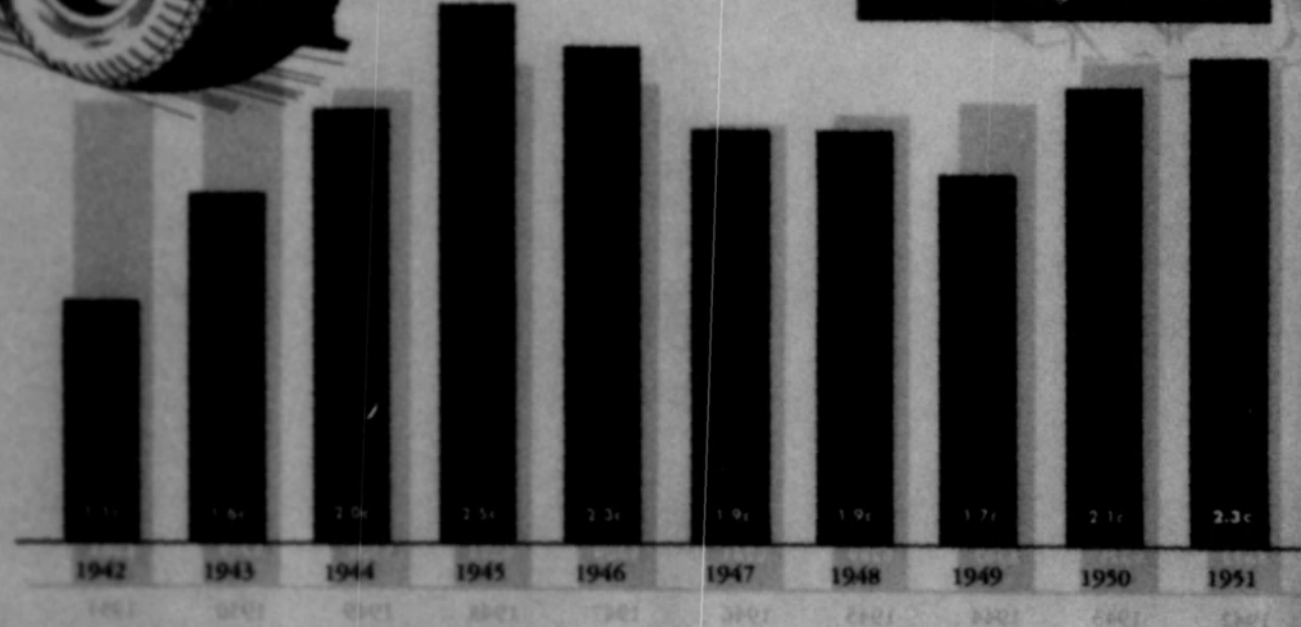


TIRES AND TUBES

Expense Per Mile
Class I Common Carriers of General Freight

REVENUE

BY YEARS, 1942-1951



BY REGIONS, 1951

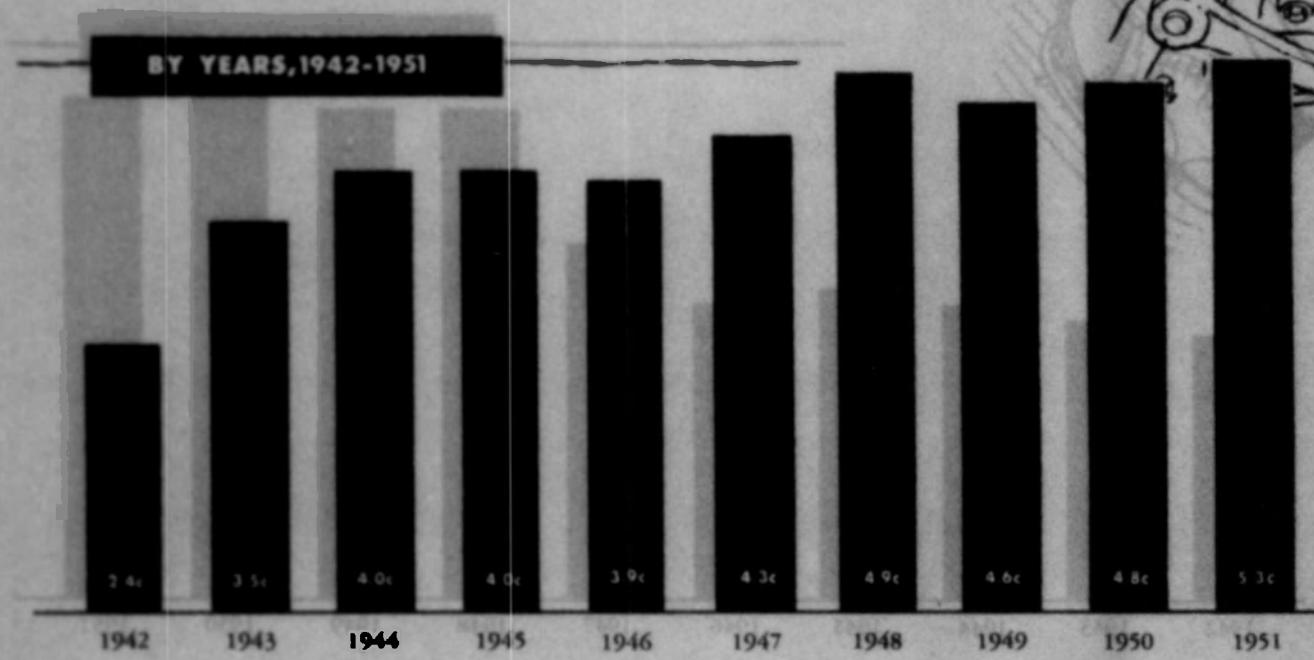


EQUIPMENT REPAIRS AND SERVICING

Expense Per Mile

Class I Common Carriers of General Freight

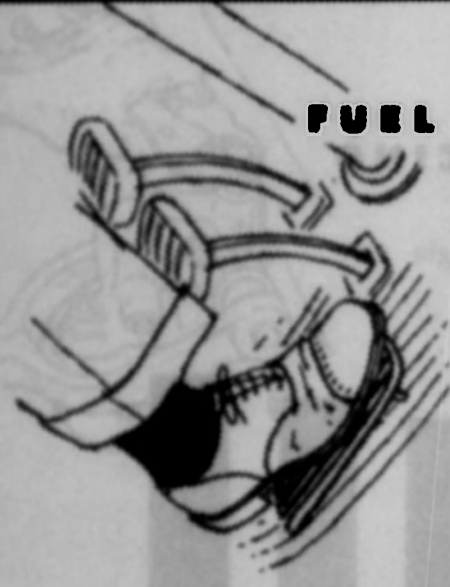
BY YEARS, 1942-1951



BY REGIONS, 1951



Source: Based on latest available statistics from official reports to I.C.C. of Class I Motor Carriers listed as "Operating Owned Equipment Principally"

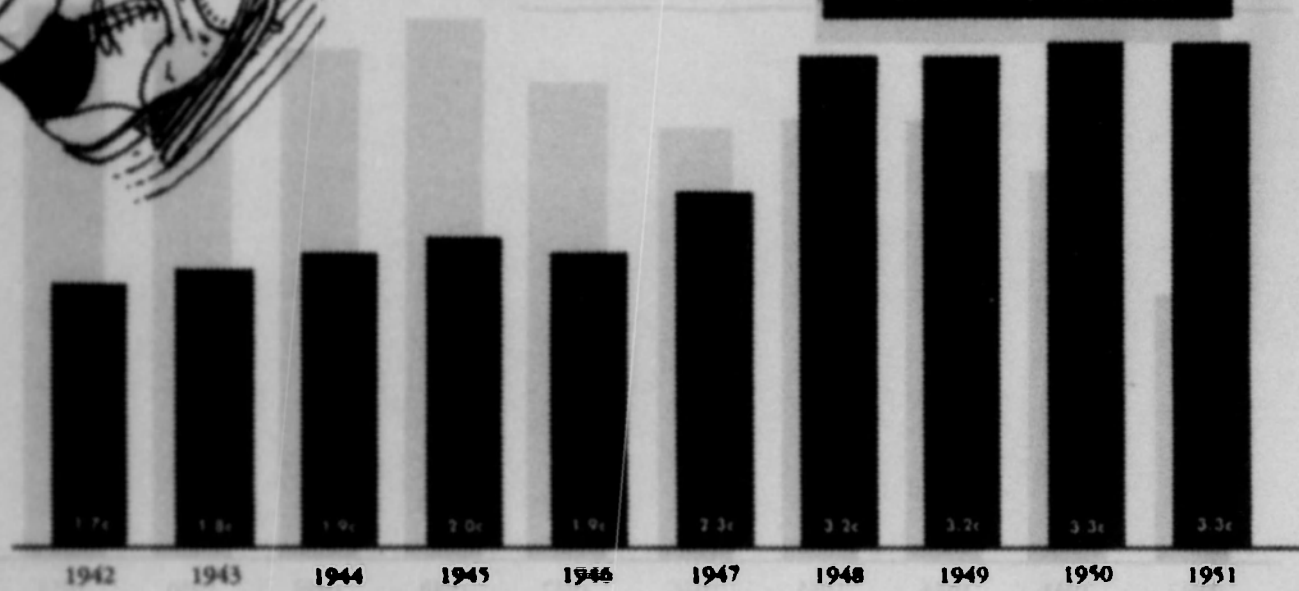


FUEL FOR REVENUE EQUIPMENT

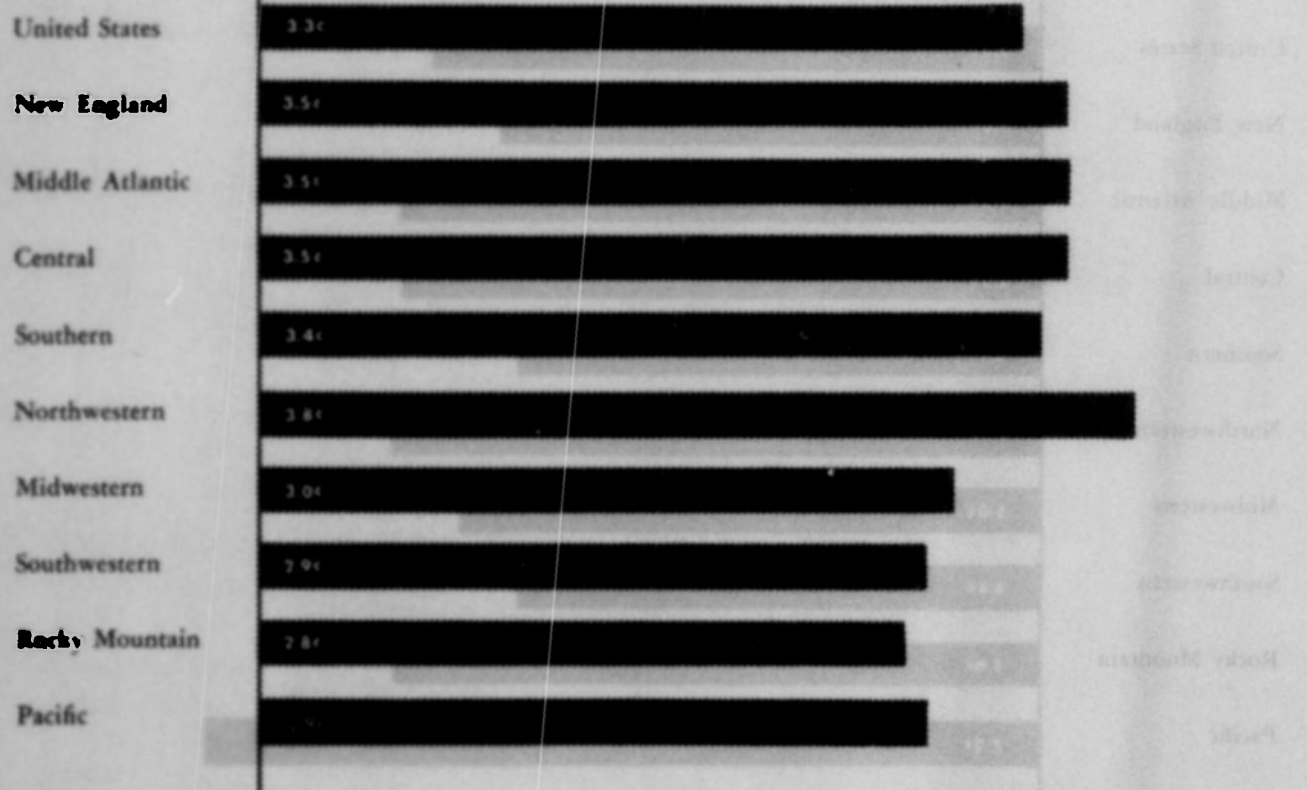
Expense Per Mile

Class I Common Carriers of General Freight

BY YEARS, 1942-1951



BY REGIONS, 1951

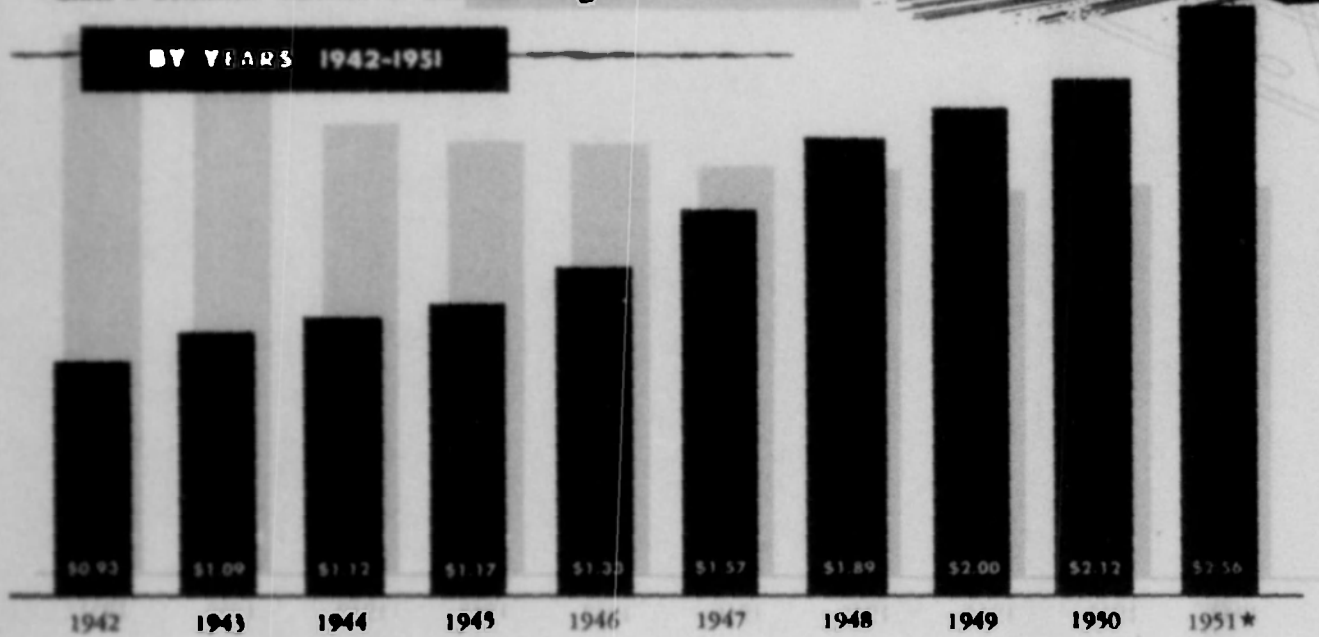


TERMINAL EXPENSE

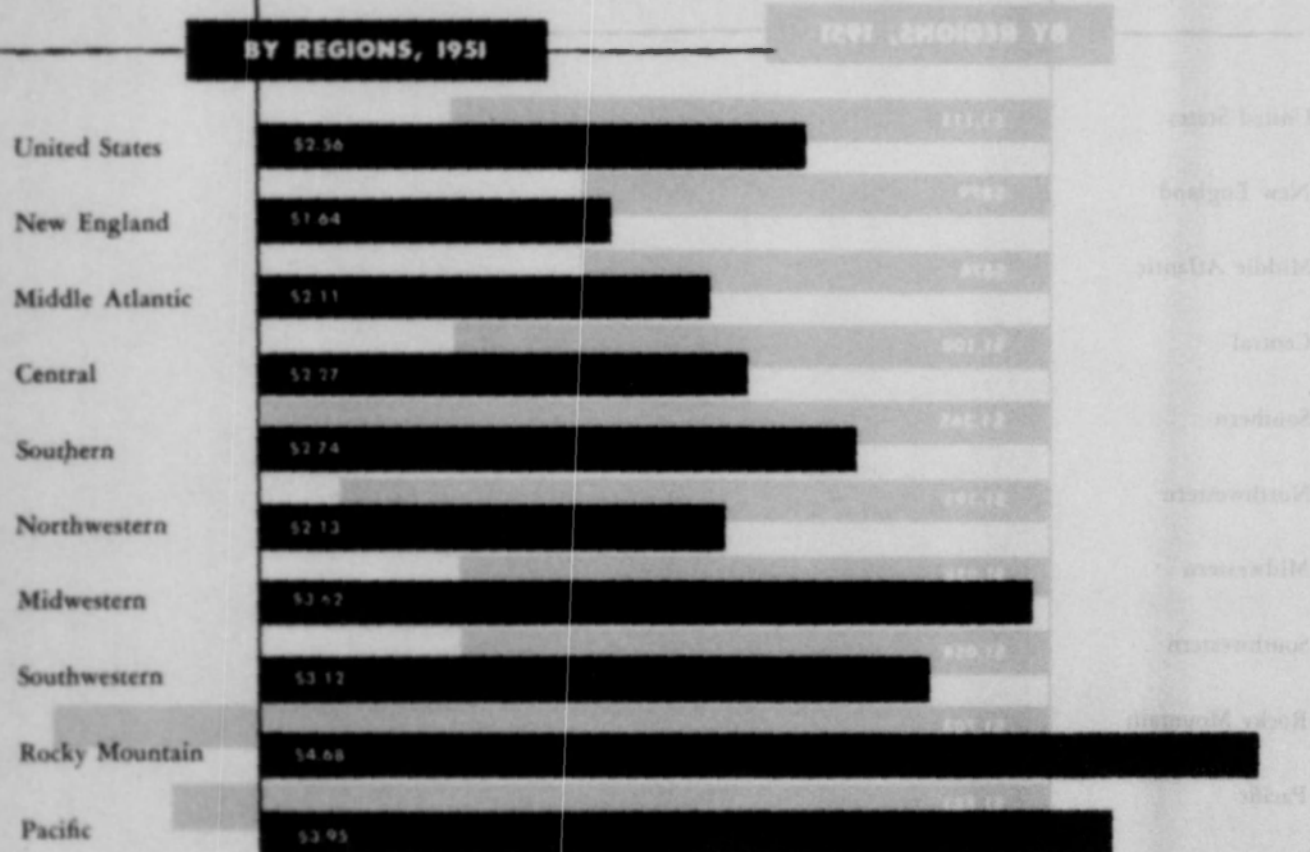
Terminal Expense Per Ton of Intercity Freight

Class I Common Carriers of General Freight

BY YEARS 1942-1951



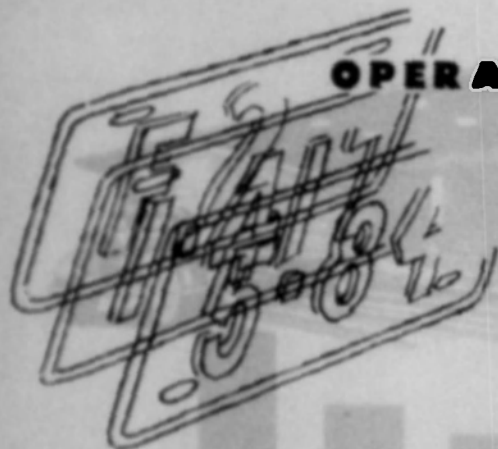
BY REGIONS, 1951



Source: Based on latest available statistics from official reports to I.C.C. of Class I Motor Carriers listed as "Operating Owned Equipment Principally"

* Revised

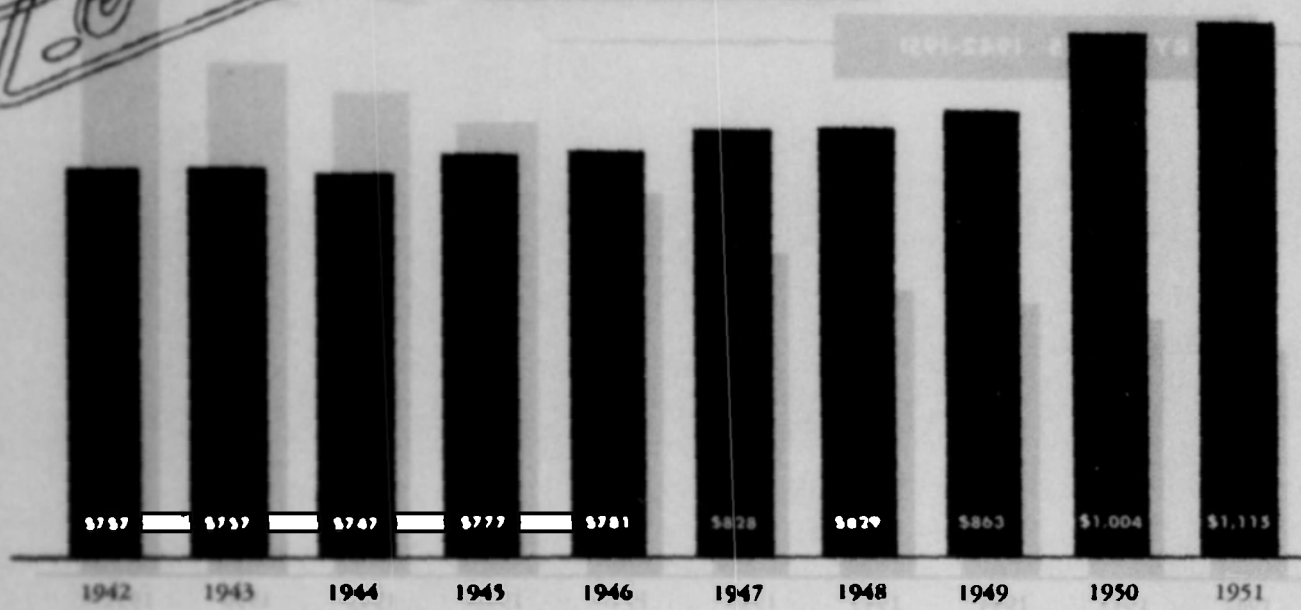
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OPERATING TAXES and LICENSES

Average Per Power Unit
Class I Motor Carriers of Property

BY YEARS, 1942-1951



BY REGIONS, 1951

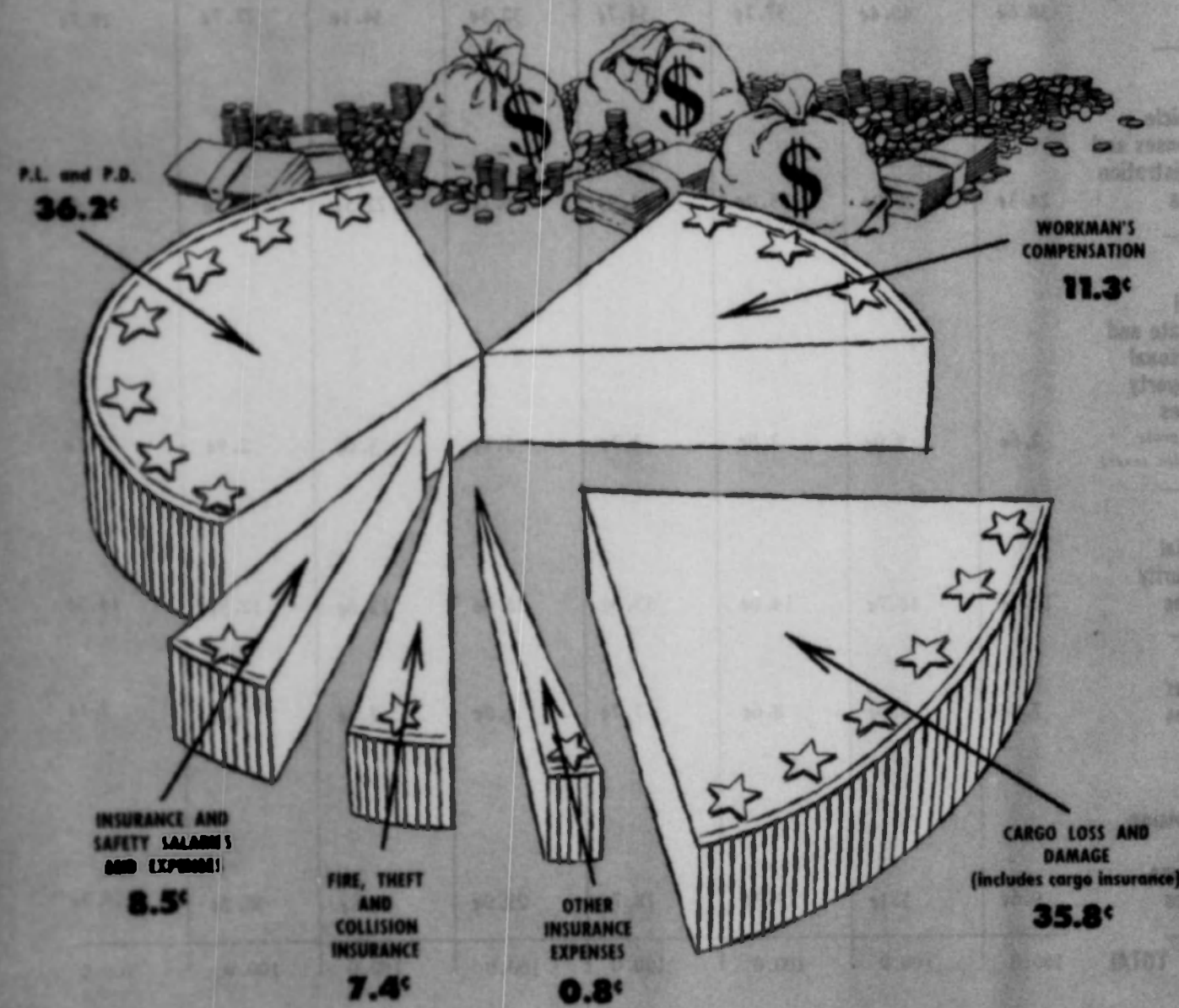


Source: Based on more available statistics from official reports to I.C.C. of carriers listed as "Operating Owned Equipment principally". These are carriers who report "Equipment Rental-Debit" of less than 10 per cent of their total "Operation and Maintenance Expenses".

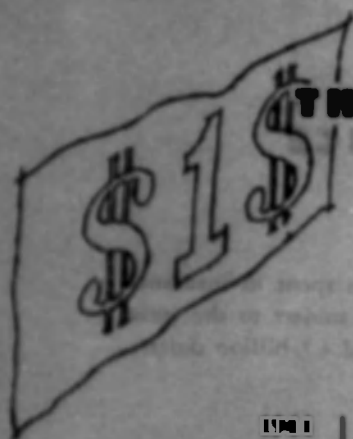
THE MOTOR CARRIER INSURANCE DOLLAR AND WHERE IT GOES

Approximately 9.2 cents out of every dollar of motor carrier gross revenue is spent in insurance premium, claims and other expenditures relative to insurance. For all for-hire carriers subject to the jurisdiction of the Interstate Commerce Commission, whose annual operating revenues exceed 4.7 billion dollars, this amounts to a cost of over 244 million dollars a year.

The exploded "Dollar" below, based upon experience of Class 1 Motor Carriers of Property in 1951, shows the disposition of the insurance expense dollar.



Source: Based on latest available statistics from official reports of Class 1 Motor Carriers to the Interstate Commerce Commission



THE MOTOR CARRIER TAX DOLLAR AND WHERE IT GOES

Class 1 Common Carriers of General Freight

1944 - 1951

TIME	1945	1946	1947	1948	1949	1950	1951
gasoline, other fuel, and lubricating oil	38.6¢	40.4¢	37.1¢	34.7¢	32.3¢	34.1¢	29.7¢
vehicle licenses and registration fees	24.3¢	26.0¢	23.0¢	21.9¢	20.1¢	22.5¢	20.9¢
real estate and personal property taxes (or gross receipt taxes)	2.8¢	2.9¢	2.8¢	3.2¢	3.1¢	3.6¢	3.1¢
social security taxes	17.1¢	16.7¢	14.6¢	13.8¢	11.8¢	12.8¢	14.5¢
other taxes	7.8¢	8.9¢	8.6¢	7.7¢	2.8¢	2.4¢	2.1¢
provision for income taxes	9.6¢	5.1¢	13.9¢	18.7¢	29.9¢	24.6¢	29.7¢
TOTAL	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Source: Based on latest available statistics from official reports of
Class 1 Motor Carriers to the Interstate Commerce Commission

FRAGILE

FREIGHT CLAIMS RATIOS

Class I Common Carriers of General Freight

Cargo Insurance and Cargo Loss and Damage

PERCENT OF REVENUE

	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951
United States	1.65	2.23	2.48	2.46	2.27	2.31	2.19	1.99	1.77	1.85
New England Region	1.55	1.74	2.10	2.08	1.97	1.78	1.94	1.73	1.63	1.52
Middle Atlantic Region	1.44	1.67	2.09	2.00	1.83	1.99	2.01	1.89	1.61	1.70
Central Region	1.60	1.99	2.20	2.25	2.00	2.23	2.04	1.79	1.70	1.81
Southern Region	2.03	2.72	3.11	2.93	2.58	2.60	2.58	2.38	1.99	2.04
Northwestern Region	1.53	2.06	2.14	2.15	2.24	2.45	2.42	2.16	1.93	1.92
Mid-Western Region	1.79	2.08	2.44	2.43	2.50	2.77	2.61	2.21	2.13	2.22
Southwestern Region	2.01	2.88	4.04	4.24	3.62	3.19	3.10	2.73	2.62	2.56
Rocky Mountain Region	1.55	2.28	1.98	1.87	2.33	2.50	2.03	2.48	1.43	1.52
Pacific Region	1.31	1.82	2.26	2.31	2.27	2.12	1.92	1.61	1.29	1.49

HANDLE WITH CARE

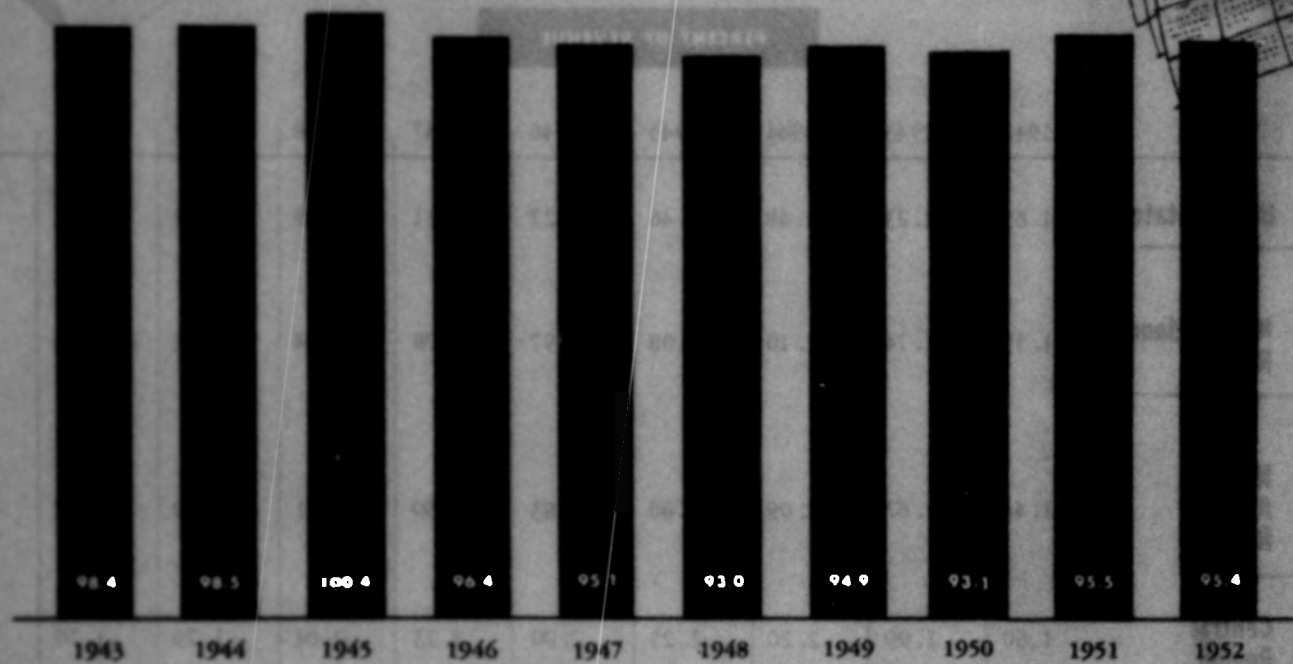
Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

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OPERATING RATIOS BY YEARS

1943 - 1952

Class I Common Carriers of General Freight



OPERATING RATIOS BY QUARTERS

1943 - 1953

All Class I Motor Carriers of Property

	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953
1st Quarter	94.6	95.6	96.5	98.7	94.6	94.2	95.3	93.6	94.3	95.3	93.7
2nd Quarter	94.0	95.6	95.9	93.8	94.0	91.5	94.5	91.9	94.4	94.2	*
3rd Quarter	95.1	96.3	99.7	94.6	94.1	91.7	92.8	91.5	94.6	94.3	*
4th Quarter	101.1	101.2	106.1	98.2	97.3	96.8	97.5	96.6	98.6	97.8	*
Full Year	96.2	97.2	99.3	96.2	95.1	93.5	94.9	93.4	95.4	95.5	*

* Not available

Note: The operating ratio is the percentage relationship of expenses to gross revenue. Thus, the operating ratio of 94.6 in the first quarter of 1943 means that the expenses of the carriers absorbed 94.6 per cent of their revenue, leaving 5.4 cents net revenue out of each dollar of gross revenue, with income taxes still to be paid.

Source: Based on latest available statistics from official reports of Class I Motor Carriers to the Interstate Commerce Commission

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